

## **AGENDA**

### **Major Projects Committee**

**August 13, 2009**

**9:00 a.m.**

#### **Location:**

**SANBAG Offices**

***The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**

**San Bernardino, CA 92410**

#### **Major Projects Committee Membership**

##### **Chair**

John Pomierski, Mayor  
City of Upland

Gary Ovitt, Supervisor  
County of San Bernardino

Rhodes "Dusty" Rigsby,  
Mayor Pro Tem  
City of Loma Linda

##### **Vice-Chair**

Bea Cortes, Council Member  
City of Grand Terrace

Dennis Yates, Mayor  
City of Chino

Paul M. Eaton, Mayor  
City of Montclair

Ed Scott, Council Member  
City of Rialto

Gwenn Norton-Perry, Council Member  
City of Chino Hills

Alan Wapner, Council Member  
City of Ontario

Paul Biane, Supervisor  
County of San Bernardino

Kelly Chastain, Mayor  
City of Colton

Diane Williams, Council Member  
City of Rancho Cucamonga

Neil Derry, Supervisor  
County of San Bernardino

Mark Nuaimi, Mayor  
City of Fontana

Pat Gilbreath, Mayor Pro Tem  
City of Redlands

Josie Gonzales, Supervisor  
County of San Bernardino

Larry McCallon, Council Member  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Richard Riddell, Mayor  
City of Yucaipa

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission***, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

***The San Bernardino County Transportation Authority***, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

***The Service Authority for Freeway Emergencies***, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

***The Congestion Management Agency***, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

***As a Subregional Planning Agency***, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Major Projects Committee**

**August 13, 2009  
9:00 a.m.**

**LOCATION:  
Santa Fe Depot  
*The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino**

**CALL TO ORDER – 9:00 a.m.**  
*(Meeting chaired by Mayor John Pomierski.)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

***Notes/Action***

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of August 13, 2009 Pg. 8**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**2. Major Projects Attendance Roster Pg. 11**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

### **Consent Calendar Cont...**

3. **Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP, Riverside Construction Co., and Beador Construction Co.** Pg. 15

Review and ratify change orders. **Garry Cohoe**

### **Discussion Calendar**

4. **Local Stimulus Program Reimbursement Procedure** Pg. 26

Approve the Local Stimulus Program reimbursement procedures outlined in this report and Attachment A of this report. **Duane Baker**

5. **Transportation Design-Build Information** Pg. 30

Receive information on the design-build legislation. **Garry Cohoe**

6. **Request for Qualifications (RFQ) Contract C10027 for On-Call Right of Way Services** Pg. 35

Authorize staff to release Request for Qualifications (RFQ) C10027 for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services.  
**Garry Cohoe**

7. **SR-210 Habitat Restoration and Biological Monitoring Services** Pg. 100

Approve Amendment No. 5 to Contract No. 02-019 with LSA Associates Inc. (LSA) to extend the end date for On-call Environmental Services for SR-210, Segments 10 & 11 from September 5, 2009 to June 30, 2011.  
**Garry Cohoe**

8. **Agreement Amendment for Pepper Avenue Extension to SR-210 in the City of Rialto** Pg. 105

1. Approve Amendment No. 3 to Contract No.00-067 with the City of Rialto extending the time in which the City is to complete the extension of Pepper Avenue to SR-210.
2. Stipulate that this is the final amendment to Contract No. 00-067 with respect to extending the time in which the City is to complete the extension of Pepper Avenue to SR-210.

**Garry Cohoe**

9. **Cooperative Agreement No. C10047 with Caltrans for the I-10/Tippecanoe Interchange Project Plans, Specifications, and Estimates (PS&E)** Pg. 114

Approve Cooperative Agreement No. C10047 with Caltrans for the I-10/Tippecanoe PS&E. **Garry Cohoe**

10. **Grant Application Update for the American Recovery and Reinvestment Act: Transportation Investment Generating Economic Recovery (TIGER) Discretionary Program** Pg. 126

1. Receive status update.
2. Approve the I-10 Westbound Mixed Flow Lane Addition project and the Interstate 15/La Mesa/Nisqualli Interchange project as SANBAG's TIGER Grant candidates.
3. Approve a joint application with the Southern California Regional Rail Authority (SCRRA) and other Metrolink agencies for Positive Train Control (PTC).

**Ty Schuiling**

11. **Additional Items from Committee Members**

12. **Brief Comments by General Public**

13. **Director's Comments**

14. **Acronym Listing** Pg. 129

### **ADJOURNMENT**

**The next Major Projects Committee  
Meeting is September 10, 2009.**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** August 13, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	06-001	Atkinson Contractors, LP Scott Lyon Kent Reiman	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunitite ACL

*Approved*  
*Major Projects Committee*

*Date: August 13, 2009*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



Item No.	Contract No.	Principals & Agents	Subcontractors
3-A (Cont.)	06-001	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	Reycon Diversified Landscape Modern Alloys Statewide Safety Sudhakar Company Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
3-B	C07174	Riverside Construction Co. <i>Dan Ennis</i>	A.C. Dike Alcorn Fence Co. American Steel Placer Avar Construction CTM Construction Foundation Pile Inc. Harber Companies High Light Electric Matich Corp. Pavement Recycling Sudhakar Company Ulmer Industries
3-C	C08191	Beador Construction Co. <i>David A. Beador</i>	Murphy Industrial Coating R&D Steel Sudhakar Company Alcorn Fence Pacific Restore

Item No.	Contract No.	Principals & Agents	Subcontractors
7	C02019-05	LSA Associates Inc. <i>Rob McCann</i>	Habitat Restoration Sciences Inc.

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	X	X			X	X	X					
<b>John Pomierski</b> City of Upland	X	X	X	X	X	X	X					
<b>Paul Biane</b> Board of Supervisors	X		X	X	X	X						
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X					
<b>Rhodes “Dusty” Rigsby</b> City of Loma Linda	X	X	X		X		X					
<b>Bea Cortes</b> City of Grand Terrace	X	X		X	X	X	X					
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X					
<b>Josie Gonzales</b> Board of Supervisors			X			X						
<b>Neil Derry</b> Board of Supervisors		X	X	X	X	X	X					
<b>Larry McCallon</b> City of Highland	X	X		X	X	X	X					
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X	X	X					
<b>Gwenn Norton-Perry</b> City of Chino Hills			X				X					
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X					
<b>Gary Ovitt</b> Board of Supervisors					X	X	X					

X = Member attended meeting.  
mpcatt2009.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.  
Page 1 of 2

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X					
<b>Ed Scott</b> City of Rialto	X	X		X	X		X					
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X	X					
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X					
<b>Dennis Yates</b> City of Chino	X	X		X		X	X					

X = Member attended meeting.  
mpcatt2009.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.  
Page 2 of 2

AGENDA ITEM 2  
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair	X	X		X	X		X	X		X	X	X
<b>John Pomierski</b> City of Upland	X	X	X	X	X	X		X	X	X	X	X
<b>Paul Biane</b> Board of Supervisors	X	X	X		X	X						
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X		X	X	X	X	X	X
<b>Robert Christman</b> City of Loma Linda	X	X	X	X	X	X						
<b>Rhodes "Dusty" Rigsby</b> City of Loma Linda							X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X	X		X	X	X	X	X
<b>Pat Gilbreath</b> City of Redlands	X	X		X	X	X	X	X		X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X		X	X		X	X			X	X	X
<b>Dennis Hansberger</b> Board of Supervisors		X	X	X		X	X		X	X	X	
<b>Neil Derry</b> Board of Supervisors												
<b>Larry McCallon</b> City of Highland		X	X		X		X		X	X		X
<b>Patrick Morris</b> City of San Bernardino		X	X	X	X	X		X		X	X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills				X								X

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD -- 2008**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X
<b>Gary Ovitt</b> Board of Supervisors				X	X		X		X			X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X		X	X	X
<b>Grace Vargas</b> City of Rialto	X				X	X	X	X		X	X	X
<b>Paul Leon</b> City of Ontario	X	X		X	X	X	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X		X	X	X	X	X	X	X	X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X			X	X	X	X	X	X	X

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 3

**Date:** August 13, 2009

**Subject:** Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP, Riverside Construction Co., and Bador Construction Co.

**Recommendation:** Review and ratify change orders.

**Background:** Of SANBAG's twelve on-going construction contracts, three of the contracts have had construction change orders (CCO's) approved since the last Major Projects Committee meeting. The CCO's are listed below:

- A. CN 06-001 with Atkinson Contractors, LP for construction of the I-10 Median Mixed-Flow Lane project: CCO No. 4, Supplement 4 (\$45,000.00 increase to provide additional funds for the maintenance of existing irrigation and landscape facilities); and CCO No. 51 (\$37,206.88 decrease to provide an adjustment in compensation for overrunning the bid item cost for "Place Asphalt Concrete (Miscellaneous Area)" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications).
- B. CN C07174 with Riverside Construction Co. for construction of the Live Oak Canyon Bridge project: CCO No. 25, Supplement 1 (no cost impact for an adjustment of contract time only, to grant the contractor an additional 22 working days, to perform the work specified in CCO No. 25, addressing the comments from the Caltrans Safety Review

---

*Approved*  
*Major Projects Committee*

*Date:* August 13, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

Committee); CCO No. 27 (\$3,705.79 increase to furnish two wireless cellular data communication assemblies and two GPS units, to allow Caltrans Operations to access the timing functions of the traffic system controllers at the District Office); CCO No. 28 (\$64,863.40 increase to provide an adjustment in compensation for under running the bid item cost for "Roadway Excavation" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications); CCO No. 29 (\$2,515.50 increase to provide an adjustment in compensation for under running the bid item cost for "Temporary Fiber Roll" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications); CCO No. 30 (\$5,071.99 increase to provide an adjustment in compensation for under running the bid item cost for "Temporary Traffic Screen" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications); CCO No. 31 (\$595.20 increase to provide an adjustment in compensation for under running the bid item cost for "Remove Concrete Sidewalk" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications); CCO No. 32 (\$1,000.00 increase to provide an adjustment in compensation for under running the bid item cost for "Temporary Drainage Inlet Protection" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications); CCO No. 33 (\$222.43 decrease to provide an adjustment in compensation for overrunning the bid item cost for "Temporary Crash Cushion Module" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications); and CCO No. 34 (\$5,251.60 increase to provide an adjustment in compensation for under running the bid item cost for "Minor Concrete (Sidewalk)" by more than 25% of the Engineer's Estimated quantity, in accordance with the Standard Specifications).

- C. CN C08191 with Beador Construction Co. for the construction of the SR-210 Muscoy Underpass Seismic Retrofit project: CCO No. 4 (\$50,600.00 increase to reimburse the contractor for the Union Pacific Railroad Company's flagging and inspection fees).

**Financial Impact:** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82410000, TN 84310000 and TN 87210000:

**Reviewed By:** This item will be reviewed by the Major Projects Committee on August 13, 2009.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction



**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

**I-10 Median Mixed-Flow Lane Addition**  
**Contract No. 06-001**

*(Updated: 7/30/2009)*

OCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT TO	CT FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/REMARKS
<b>*CONTINGENCY &amp; SUPPLEMENTAL WORK BUDGET &gt;&gt;&gt;</b>																
<b>\$3,611,046.00</b>																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$35,000.00				11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
1S1	RESTRIPE I-10 EB (1-FT SHIFT) - MAINTAIN ROADWAY/TRAFFIC	EWLS	0	\$35,000.00 \$33,600.00	0.08%	\$35,000.00	\$ 3,576,046.00	09/28/06	09/28/06	10/17/06	09/28/06	11/27/06	10/19/06	12/11/06	12/11/06	Approved & Implemented
1S2	ADDITIONAL FUNDS (COO #1)	EWFA	0	\$33,600.00 \$25,000.00	0.08%	\$68,600.00	\$ 3,542,446.00	02/01/07	02/14/07		02/08/07	02/13/07	02/08/07	02/14/07	02/14/07	Approved & Implemented
2	TRAINING	ACUP	0	\$25,000.00 \$8,800.00	0.06%	\$93,600.00	\$ 3,517,446.00	11/09/05	11/10/05	12/29/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL SYSTEMS	EWFA	0	\$8,800.00 \$10,000.00	0.02%	\$102,400.00	\$ 3,508,646.00	11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
3S1	ADDITIONAL FUNDS	EWFA	0	\$10,000.00 \$20,000.00	0.02%	\$112,400.00	\$ 3,498,646.00	05/18/06	05/23/06		05/18/06	05/15/06	05/18/06	05/23/06	05/23/06	Approved & Implemented
3S2	ADDITIONAL FUNDS	EWFA	0	\$20,000.00 \$20,000.00	0.05%	\$132,400.00	\$ 3,478,646.00	04/29/08	05/08/08		04/29/08		04/29/08	05/07/08	05/27/08	Approved & Implemented
4	MAINTAIN EXISTING IRRIGATION SYSTEMS	EWFA	0	\$20,000.00 \$30,000.00	0.05%	\$152,400.00	\$ 3,458,646.00	11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
4-S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00 \$30,000.00	0.07%	\$182,400.00	\$ 3,428,646.00	05/18/06	05/23/06		05/18/06	05/30/06	05/18/06	05/23/06	05/23/06	Approved & Implemented
4-S2	ADDITIONAL FUNDS	EWFA	0	\$30,000.00 \$55,000.00	0.07%	\$212,400.00	\$ 3,398,646.00	09/13/07	n/a	09/20/07	09/13/07	05/30/06	09/13/07	09/18/07	09/18/07	Approved & Implemented
4-S3	ADDITIONAL FUNDS	EWFA		\$55,000.00 \$100,000.00	0.13%	\$267,400.00	\$ 3,343,646.00	04/28/08	05/08/08		04/28/08	04/28/08	04/28/08	05/07/08	05/07/08	Approved & Implemented
4-S4	ADDITIONAL FUNDS	EWFA		\$100,000.00 \$45,000.00		\$367,400.00	\$ 3,243,646.00	05/29/09	N/A	N/A			06/03/09	06/10/09	06/10/09	Approved & Implemented
5	GRAFFITI REMOVAL	EWFA	0	\$45,000.00 \$10,000.00	0.11%	\$412,400.00	\$ 3,198,646.00	11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
6	REVISED CL PROFILE	EWFA	0	\$10,000.00 \$10,000.00	0.02%	\$432,400.00	\$ 3,188,646.00	02/13/06	02/13/06	02/13/06	02/13/06	02/20/06	03/01/06	04/04/06	04/04/06	Approved & Implemented
7	ADDITIONAL ABESTOS ABATEMENT (8 BRIDGES)	EWFA	0	\$10,000.00 \$12,000.00	0.02%	\$432,400.00	\$ 3,178,646.00	11/21/05	11/21/05	11/28/05	11/21/05	12/01/05	02/16/06	03/01/06	03/01/06	Approved & Implemented
8	ENCROACHMENT PERMIT FEE	EWLS	0	\$12,000.00 \$5,350.00	0.03%	\$444,400.00	\$ 3,166,646.00	11/30/05	12/02/05	12/08/05	12/02/05	04/04/06	02/16/06	03/01/06	03/01/06	Approved & Implemented
				\$5,350.00 \$2,350.00	0.01%	\$449,750.00	\$ 3,161,296.00									

**San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

**I-10 Median Mixed-Flow Lane Addition  
Contract No. 06-001**

*(Updated: 7/30/2009)*

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	TO	CT FROM	TO	SANBAG Approval FROM	TO	DATE APPROVED	STATUS/REMARKS
9	LOW EXPANSION MATERIALS	ACLS	0	-\$85,083.00			Revised >>	01/08/06	01/10/06	01/19/06	01/10/06	04/04/06	02/16/06	03/01/06		03/01/06	Approved & Implemented
10	SALVAGE BRIDGE RAILING (2000 LF)	ACLS	0	\$7,873.22	-0.20%	\$364,657.00	\$ 3,246,389.00	09/08/08	09/08/08	10/02/08	09/08/08			10/02/08	10/07/08	10/07/08	Approved & Implemented
11	SALVAGE MBGR (Including THRIE BEAM)	ACLS	0	\$7,873.22	0.02%	\$372,530.22	\$ 3,238,515.78		10/07/08	<< Approved Copies							CLOSED at NO COST
12	SWPPP MAINTENANCE SHARING (Closed at NO COST)	EWFA	0	\$0.00	0.00%	\$372,530.22	\$ 3,238,515.78	01/10/06	01/10/06	01/19/06	01/10/06	04/04/06	02/16/06	03/01/06		03/01/06	Approved & Implemented
13	ELECTRICAL CHANGES BY CALTRANS	ACLS		\$33,300.00	0.08%	\$405,830.22	\$ 3,205,215.78	10/23/06	10/24/06	01/02/07	01/04/07			01/04/07	01/07/07	01/07/04	Approved & Implemented
14	ADDITIONAL CONCRETE REMOVAL - DSC	EWLS	0	\$6,323.10	0.02%	\$412,153.32	\$ 3,198,892.68	06/23/06	06/23/06	07/06/06	06/23/06	07/18/06	07/07/06	07/14/06		07/14/06	Approved & Implemented
15	ELECTRICAL & WATER METER SERVICE INSTALLATION & PERMIT FEES	ACLS	0	\$7,630.00						<< Approved Copies							Approved & Implemented
15S1	INSTALL ADDITIONAL CONDUIT CROSSING FOR IRRIGATION CONTROLLERS	EWUP		\$3,624.30	0.07%	\$450,408.32	\$ 3,160,637.68	10/31/06	10/31/06	02/20/07	02/13/07	10/30/06	02/13/07	02/20/07		02/20/07	Approved & Implemented
16	PIER WALL - TEMPORARY BRACING	ACLS	0	\$3,624.30	0.01%	\$454,032.62	\$ 3,157,013.38	04/19/06	04/16/06	04/21/06	04/16/06	03/20/06	05/02/06	05/04/06		05/04/06	Approved & Implemented
17	CITRUS ABUT FOOTING	ACLS	0	\$5,316.00	0.01%	\$459,348.62	\$ 3,151,697.38	05/11/06	05/11/06	05/18/06	05/11/06	03/08/06	05/19/06	05/23/06		05/23/06	Approved & Implemented
18	ANDERSON DRILLING - DIFFERING SITE CONDITIONS	ACLS	0	\$9,882.00	0.02%	\$469,230.62	\$ 3,141,815.38			<< Approved Copies							CLOSED at NO COST
19	CHURCH ST UC - FALSEWORK CHANGES (Closed at NO COST)	ACLS	0	\$0.00	0.00%	\$469,230.62	\$ 3,141,815.38	04/14/06	04/14/06	04/18/06	04/14/06	04/20/06	05/02/06	05/04/06		05/04/06	Approved & Implemented
20	"REVISED" STAGE 3 - TRAFFIC HANDLING PLANS	No Cost	0	\$4,000.00	0.01%	\$473,230.62	\$ 3,137,815.38	09/20/06	09/20/06	09/25/06	09/20/06	09/30/06	09/25/06	10/02/06		10/02/06	Approved & Implemented
21	TEMPORARY SUPPORTS DELETION (NO COST Change)	ACLS	0	\$0.00	0.00%	\$473,230.62	\$ 3,137,815.38	10/20/06	10/20/06	10/31/06	10/31/06	06/01/06	10/31/06	11/09/06		11/09/06	Approved & Implemented
22	SUPPLEMENTAL LANDSCAPE MAINTENANCE (PE)	EWUP	0	-\$25,437.00	-0.06%	\$447,793.62	\$ 3,163,252.38	06/29/06	07/31/06	08/03/06	08/04/06	10/10/06	08/04/06	10/16/06	10/24/06	10/24/06	Approved & Implemented
				\$25,830.00	0.06%	\$473,623.62	\$ 3,137,822.38	10/03/06	10/03/06	<< Approved Copies							Approved & Implemented

**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

I-10 Median Mixed-Flow Lane Addition

Contract No. 06-001

(Updated: 7/30/2009)

COO NO.	DESCRIPTION	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR		CT	SANBAG Approval			DATE APPROVED	STATUS/REMARKS
									TO	FROM		TO	FROM	TO		
23	MISCELLANEOUS STRUCTURAL FIELD CHANGES	EWFA	0	\$10,000.00	0.02%	\$483,623.62	\$ 3,127,422.38	08/10/06	08/21/06	08/10/06	08/10/06	08/22/06	09/14/06		08/04/06	Approved & Implemented
23S1		EWFA	0	\$15,000.00					<< Approved Copies							
23S2		EWFA	0	\$20,000.00	0.04%	\$498,623.62	\$ 3,112,422.38	04/17/07	05/01/07	04/22/07	04/24/07	04/24/07	04/27/07		04/27/07	Approved & Implemented
		EWFA	0	\$20,000.00					<< Approved Copies							
		EWFA	0	\$20,000.00	0.05%	\$518,623.62	\$ 3,092,422.38	11/27/07	11/30/07	11/27/07	11/28/07	11/27/07	11/28/07		11/27/07	Approved & Implemented
24	CHANGE TO #19 REBAR COUPLER FROM #16 REBARS AT CLOSURE POURS	ACLS	Def	\$5,705.23				10/06/08	10/06/08	10/09/08					10/28/08	Approved & Implemented
		ITEMS	0	\$5,705.23	0.01%	\$524,328.85	\$ 3,086,717.15	04/23/07	04/23/07	04/23/07	04/23/07	10/10/07	10/06/07		10/16/07	Approved & Implemented
		ACLS	0	\$12,500.00												
25	MISC. PCC PAVING FIELD CHANGES	ACLS	0	\$3,982.46												
		EWFA	0	\$5,000.00												
26	CONFINED SPACE ENTRY - LOOKOUT PERSON	EWFA	0	\$2,340.27	0.01%	\$526,669.12	\$ 3,084,376.88	10/23/06	10/24/06	11/06/06	10/24/06	11/09/06	11/16/06		12/06/06	Approved & Implemented
		ACLS	0	\$10,000.00												
		ACLS	0	\$0.00	0.02%	\$536,669.12	\$ 3,074,376.88	10/23/06	10/24/06	11/06/06	10/24/06	11/09/06	11/16/06		12/06/06	Approved & Implemented
27	SUBSTITUTE 75% min BUTT WELDS WITH MECHANICAL SERVICE SPLICES	EWFA	0	\$4,500.00												
28	JITT FOR PCC PAVING (50% shared cost excludes mark-ups)	EWFA	0	\$0.00	0.00%	\$541,169.12	\$ 3,069,876.88	07/27/07	07/27/07	07/27/07	07/28/07	10/10/07	10/16/07		10/16/07	Approved & Implemented
29	STRUCTURE APPROACH SLAB MISC DETAIL REVISIONS	ACLS	0	\$0.00												
30	SCE SERVICE FEES	EWFA	0	\$3,000.00	0.01%	\$544,169.12	\$ 3,066,876.88	05/11/07	06/25/07	05/11/07	05/25/07	06/29/07	07/03/07		07/03/07	Approved & Implemented
31	MISC DRAINAGE CHANGES	EWFA	0	\$15,000.00	0.04%	\$559,169.12	\$ 3,051,876.88	06/11/07	06/29/07	06/11/07	06/13/07	06/29/07	07/03/07		07/03/07	Approved & Implemented
32	SOUNDWALL BLOCKS - WEIGHT LIMITATIONS	No Cost	0	\$0.00												
32S1		No Cost	0	\$0.00												
33	BURIED MAN-MADE OBJECTS AND LOCATING FACILITIES	EWFA	0	\$20,000.00	0.00%	\$559,169.12	\$ 3,051,876.88	06/21/07	06/21/07	06/21/07	06/21/07	06/29/07	07/03/07		07/03/07	Approved & Implemented
34	ADD DS 38 AND OTHER DRAINAGE CHANGES	ITEM	0	\$24,548.00	0.05%	\$579,169.12	\$ 3,031,876.88	08/07/07	08/07/07	08/07/07	09/13/07	09/18/07	09/18/07		08/18/07	Approved & Implemented
		FA		\$10,000.00												
35	SW 158 DIFFERING SITE CONDITION	ACLS		\$34,549.00	0.08%	\$613,718.12	\$ 2,997,327.88	04/11/08	04/11/08	04/11/08	04/01/08	04/17/08	04/28/08		04/28/08	In Process
		ACLS		\$124,818.64												
36	REMOVE AND REPLACE DTS	ITEM	0	\$8,825.00	0.30%	\$738,536.76	\$ 2,872,509.24	08/23/07	08/30/07	09/04/07	08/15/07	09/04/07	09/04/07		09/04/07	Approved & Implemented
				\$8,825.00	0.02%	\$747,361.76	\$ 2,863,684.24									

**I-10 Median Mixed-Flow Lane Addition**  
**Contract No. 06-001**  
**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

(Updated: 7/30/2009)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
37	FACILITATE EARLY OPENING OF FREEWAY	ACFA ACLS	0	\$15,000.00 \$4,830.00				11/02/07	11/02/07	11/02/07	11/05/07	11/07/07	Approved & Implemented
38	MBGR TRANSITION RAILING (TYPE WB) UPGRADE AT BRIDGE RAILING	EWFA	Def	\$19,830.00 \$25,000.00	0.05%	\$767,191.76 \$	2,843,854.24	11/16/07	11/16/07	01/22/08	01/23/08	01/23/08	Approved & Implemented
38-S1	ADDITIONAL FUNDS	EWFA	0	\$25,000.00 \$30,000.00	0.06%	\$792,191.76 \$	2,818,854.24	04/21/08		04/21/08	05/07/08	05/07/08	Approved & Implemented
39	ADDITIONAL JOINT SEAL AND REPAIR	ITEM EWFA	Def	\$30,000.00 \$46,500.00 \$10,000.00	0.07%	\$822,191.76 \$	2,788,854.24	11/16/08	11/27/07	11/27/07	01/23/08	01/23/08	Approved & Implemented
39-S1	ADDITIONAL JOINT SEAL AND REPAIR	EWFA	Def	\$56,500.00 \$35,000.00	0.14%	\$878,691.76 \$	2,732,354.24	05/12/08	05/20/08	05/12/08	05/19/08	05/19/08	Approved & Implemented
40	EXISTING PAVEMENT REPAIR	EWFA	Def	\$35,000.00 \$50,000.00	0.08%	\$913,691.76 \$	2,697,354.24	12/13/07	12/14/07	05/07/08	01/23/08	01/23/08	Approved & Implemented
40 S1	EXISTING PAVEMENT REPAIR (ADDITIONAL FUNDS)	EWFA		\$50,000.00 \$40,000.00	0.12%	\$963,691.76 \$	2,647,354.24			05/07/08		05/07/08	Approved & Implemented
41	MODIFY EB LANE DROP TAPER	EWFA	Def	\$40,000.00 \$30,000.00		\$1,003,691.76 \$	2,607,354.24	04/21/08	01/15/08	01/15/08	01/23/08	01/23/08	
42	ADJUSTMENT OF COMPENSATION FOR IRRIGATION MATERIALS	ACLS	0	\$30,000.00 \$1,709.62	0.07%	\$1,033,691.76 \$	2,577,354.24	01/15/08	01/15/08	01/15/08	01/23/08	01/23/08	Approved & Implemented
43	EROSION CONTROL (TYPE D)	ACUP	Def	\$1,709.62 \$15,598.20	0.00%	\$1,035,401.38 \$	2,575,644.62	01/15/08	01/15/08	01/15/08	01/23/08	01/23/08	Approved & Implemented
44	ADDITIONAL SIGNS	EWFA		\$15,598.20 \$65,000.00	0.04%	\$1,050,999.58 \$	2,560,046.42	01/15/08	01/15/08	01/15/08	01/15/08	01/15/08	Approved & Implemented
44 S-1		No Cost		\$65,000.00 \$0.00	0.16%	\$1,115,999.58 \$	2,495,046.42	06/03/08	06/03/08	06/03/08	06/23/08	06/23/08	Approved & Implemented
45	CLOSEOUT OF VARIOUS DEFERRED TIME CCO'S	No Cost	43	\$0.00 \$0.00	0.00%	\$1,115,999.58 \$	2,495,046.42	01/25/08	01/25/08	01/25/08	02/03/08	02/03/08	Approved & Implemented
				\$0.00	0.00%	\$1,115,999.58 \$	2,495,046.42						

**Contract No. 06-001**

(Updated: 7/30/2009)

[illegible]

**NOTES:** \* Included Surveys/Comments-1 Euro-4 SANDAC Embedded Motorist

**(For use towards the job completion)**

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK				
ITEM NO.	CCO NO.		\$ Overrun	\$ Balance
	\$ Overrun	\$ Balance		
				\$75,553.26
This Amount (\$ Balance) is taken from the Summary of Completed ITEMS OF WORK in the Project Status form				
				\$178,092.88
This Amount (\$ Balance) is taken from the Summary of Completed CCOs in the Project Status form				
				\$253,646.14
As of Est. 44 (A.A) (08/17/09)				

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR				CTF/HWA Concurrence		SANBAG Approval	DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM			
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>																	
\$1,249,056.00																	
Contract Bid Amount >>																	
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ... (S)	EWFA	0	\$30,000.00				10/1/07	10/5/07	10/1/07	10/1/07	10/1/07	10/1/07	10/1/07	10/17/07	10/17/07	Approved & Implemented
1-S1	ADDITIONAL FUNDS TO MAINTAIN ROADWAY AND TRAFFIC CONTROL	EWFA		\$30,000.00	0.26%	\$30,000.00	\$ 1,219,056.00	2/19/09	N/A	N/A	<< Approved Copies			CC: Tom E. >> Yes			
2	DELETE SIGN STRUCTURE ITEMS 92 & 93	ITEM	0	\$15,000.00		\$45,000.00	\$ 1,204,056.00		2/27/09								Approved & Implemented
				\$8,082.00				9/22/07	10/5/07	10/15/07	9/22/07	10/1/07	10/16/07	10/17/07	10/17/07	10/17/07	Approved & Implemented
3	MAINTAIN ELECTRICAL SYSTEMS	(Bridge) EWFA	0	\$15,000.00	-0.06%	\$36,918.00	\$ 1,212,138.00	10/1/07			<< Approved Copies			CC: Tom E. >> Yes			Approved & Implemented
3-S1	ADDITIONAL FUNDS TO 'MAINTAIN ELECTRICAL SYSTEMS'	EWFA	0	\$15,000.00	0.14%	\$51,918.00	\$ 1,197,138.00	9/30/08	N/A		<< Approved Copies			CC: Tom E. >> Yes			Approved & Implemented
				\$20,000.00													
4	BURIED MAN-MADE OBJECTS	EWFA	0	\$20,000.00	0.19%	\$71,918.00	\$ 1,177,138.00		9/19/08		<< Approved Copies			CC: Tom E. >> Yes			Approved & Implemented
				\$15,000.00				3/10/08	3/12/08	3/12/08	2/27/08	3/10/08	3/24/08	4/1/08	3/27/08	3/27/08	Approved & Implemented
5	RIGHT OF WAY OBLIGATIONS	EWFA	0	\$20,000.00	0.14%	\$86,918.00	\$ 1,162,138.00	6/6/08	6/9/08	7/1/08	6/6/08	6/6/08	6/6/08	6/9/08	7/3/08	7/3/08	Approved & Implemented
				\$20,000.00							<< Approved Copies			CC: Tom E. >> Yes			Approved & Implemented
6	RETAINING WALL 975 ELEVATION CHANGES & DRAINAGE	ITEM EWLS	0	\$3,705.00		\$115,303.75	\$ 1,133,752.25	7/29/08	7/29/08	7/29/08	7/29/08	8/4/08	8/18/08	8/18/08	8/18/08	8/18/08	Approved & Implemented
				\$4,680.75					8/18/08		<< Approved Copies			CC: Tom E. >> Yes			
7	MISC DRAINAGE CHANGES	EWFA	0	\$10,000.00	0.06%	\$126,418.75	\$ 1,122,637.25	1/22/08	1/22/08	2/7/08	1/16/08	1/16/08	2/11/08	2/21/08	2/20/08	2/20/08	Approved & Implemented
				\$20,000.00							<< Approved Copies			CC: Tom E. >> Yes			Approved & Implemented
8	DRAINAGE SYSTEM 14 INLET TYPE CHANGE	ITEM	0	\$1,115.00	0.09%	\$125,303.75	\$ 1,123,752.25	6/16/08	6/17/08	7/1/08	6/17/08	6/17/08	6/16/08	6/16/08	7/3/08	7/3/08	Approved & Implemented
				\$10,000.00							<< Approved Copies			CC: Tom E. >> Yes			Approved & Implemented
9	ADD IRRIGATION CROSSOVERS AND RAISED CONCRETE MEDIAN	EWFA ITEM	0	\$40,000.00		\$126,418.75	\$ 1,122,637.25	4/20/09	4/20/09	4/24/09	4/20/09	4/20/09	4/29/09	4/29/09	4/28/09	4/28/09	Approved & Implemented
				\$3,190.00													
10	RELOCATE THE EXISTING VIDEO DETECTION SYSTEM TO POLE "C" & SALVAGE POLE "G"	ACFA	0	\$15,000.00	0.41%	\$169,608.75	\$ 1,079,447.25	7/9/08	7/9/08		<< Approved Copies			CC: Tom E. >> 4/29/09	8/18/08	8/18/08	Approved & Implemented
				\$15,000.00							<< Approved Copies			CC: Tom E. >> Yes			
11	ELECTICAL SERVICE CONNECTION FEES	EWFA	0	\$20,000.00	0.14%	\$184,608.75	\$ 1,064,447.25	7/21/08	7/21/08		7/21/08	7/21/08	8/1/08	8/18/08	8/18/08	8/18/08	Approved & Implemented
				\$20,000.00					8/18/08		<< Approved Copies			CC: Tom E. >> Yes			
12	ANCHOR BLOCKS W/IB OFFON RAMPS	ITEM EWUP	0	\$6,427.00	0.19%	\$204,608.75	\$ 1,044,447.25	10/27/08	10/27/08	11/1/08	10/27/08	10/27/08	11/10/08	11/25/08	11/24/08	11/24/08	Approved & Implemented
				\$16,496.25							<< Approved Copies			CC: Tom E. >> Yes			
13	AC PRICE INDEX FLUCTUATIONS (S)	ACUP	0	\$22,923.25	0.22%	\$227,532.00	\$ 1,021,514.00	8/20/08	8/20/08	8/25/08	8/20/08	8/20/08	8/25/08	9/2/08	8/28/08	8/28/08	Approved & Implemented
				\$100,000.00					9/30/08		<< Approved Copies			CC: Tom E. >> Yes			
14	EB OFF RAMP ROCK BLANKET	EWFA ITEM	0	\$4,000.00	0.94%	\$327,532.00	\$ 921,524.00	9/30/08	9/30/08	10/13/08	9/30/08	9/30/08	9/30/08	10/13/08	10/15/08	10/15/08	Approved & Implemented
				\$5,462.00							<< Approved Copies			CC: Tom E. >> Yes			
				\$9,462.00	0.09%	\$336,994.00	\$ 912,062.00		10/21/08								

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	TO	FROM	TO	FROM	TO	DATE APPROVED	STATUS/REMARKS
15	EB OFF RAMP TERMINI AND CURB ELEVATION CHANGES	ITEM	0	\$15,419.00				10/30/08	10/30/08	12/8/08	12/22/09	10/30/08	12/22/09	10/30/08	12/22/09	12/15/08	Approved & Implemented
16	FURNISH SIGN PANELS	EWUP	0	\$15,419.00	0.14%	\$352,413.00	\$ 896,643.00	10/27/08	11/22/08	<< Approved Copies	CC: Tom E. >>	10/27/08	11/3/08	10/27/08	11/3/08	10/30/08	Approved & Implemented
17	EROSION CONTROL (TYPE D)	EWUP	0	\$3,198.37	0.03%	\$355,611.37	\$ 899,444.63	10/27/08	10/27/08	<< Approved Copies	CC: Tom E. >>	10/27/08	11/3/08	10/27/08	11/3/08	10/30/08	Approved & Implemented
18	REVISE STAGE 4A TRAFFIC HANDLING PLAN	ITEM	0	\$15,064.00	0.14%	\$370,675.37	\$ 878,380.63	10/27/08	10/27/08	<< Approved Copies	CC: Tom E. >>	10/27/08	11/3/08	10/27/08	11/3/08	10/30/08	Approved & Implemented
19	WATER LINE SUPPORTS/ PEDESTAL BETWEEN BRIDGE GIRDERS C & D	EWFA	0	\$5,000.00	0.23%	\$399,849.37	\$ 849,206.63	1/15/09	1/22/09	<< Approved Copies	CC: Tom E. >>	1/15/09	1/26/09	1/15/09	1/26/09	2/3/09	Approved & Implemented
20	REMOVE BASE AND SURFACING	EWFA	0	\$20,000.00	0.05%	\$404,849.37	\$ 844,206.63	1/12/09	2/4/09	<< Approved Copies	CC: Tom E. >>	1/12/09	1/26/09	1/20/09	1/26/09	2/3/09	Approved & Implemented
21	ABUTMENT STAGE CONSTRUCTION REBAR COUPLERS	EWLS	0	\$5,463.63	0.19%	\$424,849.37	\$ 824,206.63	2/2/09	2/2/09	<< Approved Copies	CC: Tom E. >>	2/2/09	2/9/09	2/2/09	2/9/09	2/19/09	Approved & Implemented
22	REMOVE UNSUITABLE MATERIAL	EWFA	0	\$30,000.00	0.28%	\$460,313.00	\$ 788,743.00	4/20/09	2/27/09	<< Approved Copies	CC: Tom E. >>	4/20/09	4/24/09	4/20/09	4/24/09	4/28/09	Approved & Implemented
23	SURVEY MONUMENTS	ACUP	0	\$8,800.00	0.08%	\$469,113.00	\$ 779,943.00	3/23/09	4/29/09	<< Approved Copies	CC: Tom E. >>	3/23/09	4/13/09	3/30/09	4/13/09	4/23/09	Approved & Implemented
24	PAVE AC TRANSITION TO PCOP AT "D" 7+16	EWFA	0	\$15,000.00	0.14%	\$484,483.00	\$ 764,573.00	5/8/09	5/8/09	<< Approved Copies	CC: Tom E. >>	5/8/09	5/11/09	5/8/09	5/11/09	5/19/09	Approved & Implemented
25	CHANGE DIKE TYPE, ADD MBGR, Etc. SAFETY REVIEW	EWFA	DEF	\$75,000.00	0.70%	\$559,483.00	\$ 689,573.00	6/24/09	7/7/09	<< Approved Copies	CC: Tom E. >>	6/24/09	7/21/09	6/24/09	7/21/09	7/8/09	Approved & Implemented
25-S1	TIME ADJUSTMENT OF 22 WORKING DAYS	NO COST	22	\$0.00	0.00%	\$559,483.00	\$ 689,573.00	5/8/09	5/8/09	<< Approved Copies	CC: Tom E. >>	5/8/09	5/11/09	5/8/09	5/11/09	5/19/09	Approved & Implemented
26	REPLACE EXISTING WOOD POSTS	EWFA	0	\$5,000.00	0.05%	\$564,483.00	\$ 684,573.00	6/8/09	6/8/09	<< Approved Copies	CC: Tom E. >>	6/8/09	6/16/09	6/8/09	6/16/09	6/18/09	Approved & Implemented
27	GPS AND CDMA	EWLS	0	\$3,705.79	0.03%	\$568,188.79	\$ 680,867.21	6/10/09	6/10/09	<< Approved Copies	CC: Tom E. >>	6/10/09	6/16/09	6/10/09	6/16/09	6/18/09	Approved & Implemented
28	ITEM ADJUSTMENT - #60 ROADWAY EXCAVATION	ACLS	0	\$64,863.40	0.61%	\$633,052.19	\$ 616,003.81	6/18/09	6/18/09	<< Approved Copies	CC: Tom E. >>	6/18/09	6/16/09	6/18/09	6/16/09	6/18/09	Approved & Implemented

NOTES		* Includes Supplemental Funds & SAINBAG Furnished Materials		Pending CCOa>>		\$0.00
SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK						
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.	\$ Overrun	\$ Balance	Total Overrun
		-150,179.92			-33,153.78	-183,333.70
						As of Est. 22



**NOTES:**

會

## *Minute Action*

AGENDA ITEM: 4

**Date:** August 13, 2009

**Subject:** Local Stimulus Program Reimbursement Procedure

**Recommendation:\*** Approve the Local Stimulus Program reimbursement procedures outlined in this report and Attachment A of this report.

**Background:** On July 1, 2009, the Board of Directors approved a Local Stimulus Program. The approved program is a reimbursement program. This report defines the procedures that will be used by agencies to receive their reimbursement under this program.

1. Beginning on September 2, 2009, local agencies may submit to SANBAG projects that they would like to fund through the Local Stimulus Program. Agencies will use a form that will be mailed to them during the month of August to submit their projects.
2. Agencies will receive a Local Stimulus Program Allocation Letter approving the project. This letter will also include the reimbursement guidelines and a Request for Payment Form (Attachment A).
3. Approved projects must be:
  - a. Major rehabilitation, resurfacing or reconstruction extending road life by 15 years.

*Approved  
Major Projects Committee*

*Date:* August 13, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

- b. New construction to increase capacity, improve mobility or enhance safety.
  - c. Improvements to bicycle or pedestrian safety or mobility with a useful life of at least 15 years.
  - d. Environmental mitigation for air or water quality impacts identified in the environmental impact report for a transportation project.
    - a. If project is environmental mitigation, then list the name of the transportation project and attach a copy of the sections of the environmental document identifying the mitigation measure.
- 4. Only project phases started after July 1, 2009 will be eligible.
- 5. Projects must be completed within 36 months from the date of the Local Stimulus Program Allocation Letter approving the project. Provide SANBAG with a copy of the formal project acceptance once the project is completed.
- 6. Local Stimulus Program funds used on nexus study projects will be used to buy down the total cost of the project for purposes of calculating the development share for that project.
- 7. Complete the attached Request for Payment form (Attachment A) for each project.
  - a. Be sure to complete the spreadsheet of vendor payments listing the vendor name, description of work, invoice date, invoice number, invoice amount, check number and check amount.
  - b. Attach copies of the invoices listed in the spreadsheet.
  - c. Only the following activities will be authorized for reimbursement:
  - d. Environmental Studies & Permits
  - e. Plans, Specifications & Estimates
  - f. Right of Way
  - g. Construction (including Construction Engineering)
  - h. Have the form signed by the chief administrative officer for the agency.
  - i. Mail the completed form and all attachments to SANBAG.

8. SANBAG will reimburse agencies for eligible expenditures within 30 days of receiving a complete and satisfactory Request for Payment form and all necessary back-up and support documents.
9. SANBAG will not reimburse agencies for any costs incurred after 36 months from the date of the Local Stimulus Program Allocation Letter.
10. Agencies may submit Request for Payment forms for a particular project no more than once every 30 days.

**Financial Impact:** This item does not have a financial impact itself but is part of implementing a \$31.4 million program. The budget amendment for that program will be reviewed by the Administrative Committee and the Board of Directors as a separate item.

**Reviewed By:** This item was reviewed by the Comprehensive Transportation Plan Technical Advisory Committee (CTPTAC) on August 10, 2009 and will be reviewed by the Major Projects Committee on August 13, 2009 and the Mountain/Desert Committee on August 21, 2009,

**Responsible Staff:** Duane A. Baker, Director of Management Services

## Attachment A

### Local Stimulus Program Reimbursement - Request for Payment

1. **Agency Name:** \_\_\_\_\_  
*Name of the agency requesting reimbursement.*

2. **Contact Person:** \_\_\_\_\_  
*Person SANBAG should contact for questions on the request or the attached back-up material.*

3. **Payment Amount Requested:** \_\_\_\_\_  
*Total amount being requested for reimbursement for this project with this Request for Payment.*

4. **Authorizing Signature:** \_\_\_\_\_  
*Signature of the chief administrative officer (CAO) for the organization (e.g. city manager or county).*

5. **Summary of Project Costs Table**

Category Description	Amount Requested this Form	Amount Requested to Date
<b>Environmental Studies &amp; Design</b>	\$ _____	\$ _____
<b>Plans, Specifications &amp; Estimates</b>	\$ _____	\$ _____
<b>Construction</b>	\$ _____	\$ _____
<b>Right of Way (ROW)</b>	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____

- 5 (a) **Category Description:** *Environmental Studies & Permits, PS & E, Construction including Construction Engineering, or Right of Way.*
- 5 (b) **Amount Requested This Claim:** *This is the amount from this payment form only for this particular category.*
- 5 (c) **Amount Requested to Date:** *This is the total amount requested for this category from all Requests for Payment documents including the current one. On the very first Request for Payment, this amount will equal (b) above and after that it will be a running total.*

Vendor Name	Description of Work	Invoice Date	Invoice #	Invoice Amount	Check #	Check Amount
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____
				\$ _____		\$ _____

NOTE: Attach a copy of the invoices summarized in this table.

## *Minute Action*

AGENDA ITEM: 5

**Date:** August 13, 2009

**Subject:** Transportation Design-Build Information

**Recommendation:**\* Receive information on the design-build legislation.

**Background:** **This agenda item is for information purposes only.** On February 20, 2009, Senate Bill 4 (SBX2 4) was signed by Governor Schwarzenegger which amended the California Public Contract Code (Public Contract Code Section 6805 et seq.) and established the state's transportation Design-Build Demonstration Program. The intent of the design-build program is to evaluate the potential for reduced costs, expedited project completion, and design innovations that are typically associated with design-build projects. Under the design-build program, the California Transportation Commission (CTC) is allowed to authorize up to 15 design-build transportation projects, of which 10 are designated for California Department of Transportation (Caltrans) projects and 5 are designated for local transportation entities or Regional Transportation Planning Agencies (RTPA). Based on draft CTC guidelines, the five local transportation/RTPA projects can be on the State Highway System. For projects on the State Highway System, a legal opinion has not been agreed to on the intent of the legislative language stating that Caltrans shall be the responsible agency for project development. Currently it is planned that the CTC will authorize the design-build projects on a first-come, first-served basis, preferably after the environmental document has been approved. The CTC are scheduled to consider these design-build guidelines at their August meeting.

\*

*Approved*  
*Major Projects Committee*

*Date:* August 13, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

The design-build method of procurement is defined as procuring a single contract with one firm (or a team of firms) that both designs and builds the project. The design-build process is different from the traditional “design-bid-build” method of procuring separate contracts in which the project is first designed and then subsequently constructed by another firm.

Design-build projects are governed by “performance specifications”. Performance specifications are standards and criteria established by Caltrans and SANBAG early in the process in which the design-build team is expected to abide by. These specifications establish clear expectations about the project, but at the same time, provide flexibility in design and construction.

The design-build designer/contractor is selected using either the lowest bid or best value; the legislation, requests the CTC assist in determining whether the lowest bid or best value is the most appropriate method of designer/contractor selection per design-build project in the California.

#### **Typical Benefits of the Design-Build Process**

Design-build contracts have several advantages over traditional methods. Key advantages are listed and summarized below:

1. **Streamlined Delivery Schedule** – The completion of the project would occur much quicker since design and construction activities overlap. Time savings can be attributed to a substantial reduction of re-design work as part of the traditional iterative design process. *According to a Design-Build Effectiveness Study conducted by FHWA (Jan 2006), design-build projects in Arizona were delivered up to 500 days faster than conventional design-bid-build projects*
2. **Innovation/Constructability** - The design-build process could result in innovative approaches that could reduce costs and/or enhance the overall value of the transportation facility. The design-build team is tasked with developing constructability solutions to keep the project moving forward. *These innovative approaches could reduce cost, improve the schedule, and minimize impacts to the public.*
3. **Cost Control** – Cost control can occur through a higher level of control the contractor has of the project design as it relates to cost and construction. Additionally, the concurrent design with construction limits the risks related to omissions and errors that typically result in unexpected costs. For the client to realize the savings of successful cost control, the performance specifications have to be thorough and complete.
4. **Single Point Responsibility and designer/contractor continuity** – Design-build offers the convenience of managing only point source for the design and

construction of the project. Additionally, shared responsibility for the success of the project and maintaining project costs rests with the engineers and contractors of the design-build team. This shared responsibility results in a coordinated approach and enhanced cooperation and problem solving between the design and construction teams.

5. Benefits to the local economy – A design-build project would allow a project to begin construction much sooner – construction that would create jobs and have other beneficial effects to the local and regional economy.

#### **Typical Risks of the Design-Build Process**

1. Project Design – Since the design-build process goes without the traditional iterative design process, unless the contract is crafted properly, there may be fewer opportunities for a careful inspection of the project plans. Additionally, since design-build projects are based on performance criteria, the possibility also exists that the final product may not include every detail the client envisioned. Thorough performance specifications would address this risk.
2. Cost – If best value is determined to be the most appropriate method of designer/contractor selection, SANBAG may not obtain the lowest cost for the construction of the facility since the contract would be entered by negotiations rather than competitive bidding. Best value considers price, qualifications, and life cycle costs. Design build bids could also be higher due to risks burdened by the design-build contractor.

#### **Criteria Used to Identify Candidate Design-Build Projects**

There are several criteria that are typically considered to ensure that the benefits of a design-build procurement process are maximized for a project. These criteria include the following:

1. Need for an expedited construction – The design-build process allows projects to be constructed much sooner. Projects that would have substantial construction related impacts or cases where the operational benefits of a project are much needed make good candidates for a design-build project.
2. Construction costs \$100 million or greater – Construction bids could be higher for design-build projects due to higher risks that are burdened by the design-build contractor. Costs of \$100 million or greater would reduce the impact of the higher risks due to economy of scale.
3. Low risk from Right of Way (ROW) and environmental factors – Delays related to ROW acquisition and environmental permits could have adverse effects to the schedule and cost of a design-build contract. It is recommended that ROW acquisition and environmental permits processes be completed or near completion prior to start of construction.



4. Design Challenges – Complex projects that would typically result in substantial delays during the design phase could benefit from design-build process since the designer/contractor are given incentives to develop innovative design/construction solutions to keep the project moving forward.

#### **Potential Candidate SANBAG Design-Build Projects**

Based on the criteria identified above, two projects under the SANBAG Major Projects Program appear to be potential candidate projects for the design-build process.

- **I-215 Bi-County HOV Gap Closure Project** would benefit from an expedited design/construction process since the operational improvements related to the addition of an HOV lane is much needed today. *The design-build process could allow construction of this project to occur soon after the completion of construction for the I-215 segments to the north.* This project meets the cost criteria and is considered to have lower risks from ROW and environmental factors because the improvements only require minimal new ROW.
- **The I-15/I-215 Devore Interchange Project** would benefit from an expedited design/construction process as well. The early completion of the project would have considerable traffic benefits, especially for the High Desert communities. This project meets the cost criteria. New ROW is required for the project; however, acquisition of existing structures and displacement of residents are minimal. Environmental studies are currently in progress to determine which regulatory permits will be required.

Staff has submitted these two projects to Caltrans as projects SANBAG is interested in pursuing for design-build. Staff will continue to monitor the development of the design-build guidelines and legal opinions in an effort to make recommendations to the board on whether design-build should be pursued.

#### **Performance-Based Infrastructure/Design-Build Finance**

SBX2 4 also amended the Streets and Highway Code (Streets and Highway Code 143) to allow Caltrans and/or RTPA's to enter into Public-Private Partnerships (PPP) through comprehensive development lease agreements. A PPP is a business venture which is funded and/or operated through a partnership of government and private industry. Portions of the revenues generated by the project or tax revenue would be provided to the private partner as a return on the firm's investment. Some highlights of SBX2 4 to note as it relates to performance-based infrastructure:

- The Public Infrastructure Advisory Commission (PIAC) was created to provide input on proposed PPP agreements
- The legislation allows an unlimited number of projects, but the CTC must review and select the projects
- Final PPP lease agreements require legislation approval

***Financial Impact:*** There is no financial impact. This item is for information only.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on August 13, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

## *Minute Action*

AGENDA ITEM: 6

**Date:** August 13, 2009

**Subject:** Request for Qualifications (RFQ) Contract C10027 for On-Call Right of Way Services

**Recommendation:** \* Authorize staff to release Request for Qualifications (RFQ) C10027 for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services.

**Background:** This action will lead to the award of a new consultant contract for right of way related services. To supplement the SANBAG team and assist in expediting the right of way acquisition work for upcoming construction projects, it is necessary to secure a full service team of professionals available on an on-call basis to provide right of way services including acquisition, appraisal, right of way engineering, surveying, mapping, and related specialty services. This on-call contract will allow SANBAG the flexibility to supplement its current forces consisting of CALTRANS and County of San Bernardino Real Estate Services Department to assist in ensuring that projects meet schedule. This on-call contract will provide SANBAG additional options to most effectively complete the right of way acquisition work required for each project, hence, enhancing project delivery success.

Attached is the draft RFQ including the Scope of Work. The final RFQ will be included in the September 2009 Board meeting agenda item.

---

*Approved*  
*Major Projects Committee*

*Date:* August 13, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

***Financial Impact:*** This item is consistent with the FY 2009/2010 budget.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on August 12, 2009. SANBAG Counsel has reviewed and approved the draft contract as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

---

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

---

**DATE:** September 3, 2009

**TO:** Consultants

**FROM:** Garry Cohoe, Director of Freeway Construction

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) CONTRACT C10027 FOR  
ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING  
APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND  
OTHER SPECIALTY PROFESSIONAL SERVICES**

Attached with this cover memorandum is our Request for Qualifications (RFQ) for **ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES**. The purpose of this RFQ is to solicit proposals from all qualified firms to provide on-call right of way related services for the delivery of the San Bernardino County Transportation Authority (AUTHORITY) Measure I Program under the direction of the Director of Freeway Construction.

SANBAG intends to select one consultant team to provide these comprehensive services and the estimated contract term is approximately 3 years, with two 1 year options at SANBAG's discretion to extend the contract.

The contract will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

Those firms or individuals intending to submit Support Services proposals should note the schedule contained in Section XI of the attached document. It is our intention, subject to Board approval, to have the selected firm under contract by December 2009.

Individuals and firms submitting SOQ's for this project will be evaluated based on qualifications and experience on recent similar and relevant projects. Emphasis will be placed on the capabilities of key project individuals.

Also attached for your reference are the *draft* Scope of Services, a sample contract, and AUTHORITY's Contracting Policy. These items are available on the AUTHORITY's internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Bids, RFPs and RFQ". Please check the website periodically for any additional information and updates.

Eight (8) copies of the SOQ must be submitted to AUTHORITY's San Bernardino office by **2:00 P.M., Tuesday, September 29, 2009.**

Statement of Qualifications and correspondence shall be directed to:

Mr. Garry Cohoe  
Director of Freeway Construction  
San Bernardino Associated Governments  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, California 92410-1715

All questions and comments (email is preferred) regarding this Request for Qualifications or the project shall be directed to:

Mr. Chad Costello, P.E.  
Project Manager  
[ccostello@sanbag.ca.gov](mailto:ccostello@sanbag.ca.gov)  
(909) 884-8276

GC:cc

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/  
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)**

**REQUEST FOR QUALIFICATIONS**

FOR

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF  
WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES**

For

Various Projects in San Bernardino County

Contract Number: C10027

Issued:

September 3, 2009

Key RFQ Dates:

Issue Request for Qualifications	September 3, 2009
Pre SOQ Meeting (Non Mandatory)	September 10, 2009
Statement of Qualifications Due	September 29, 2009
Shortlist and Notify Consultants (Anticipated)	October 12, 2009
Interview Shortlisted Consultants (Anticipated)	October 20, 2009
Select Consultant (Anticipated)	October 20, 2009
SANBAG Board Approval (Anticipated)	December 2, 2009
Notice to Proceed (Anticipated)	December 15, 2009

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/  
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER  
SPECIALTY PROFESSIONAL SERVICES**

**I. INTRODUCTION**

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, is soliciting proposals from all qualified firms to provide **ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES** to support the delivery of the Measure I Program under the direction of the Director of Freeway Construction.

SANBAG intends to select one consultant team to provide these comprehensive services and the estimated contract term is approximately 3 years, with two 1 year options at SANBAG's discretion to extend the contract. However, this contract does not guarantee any amount of work for either the primary consultant or any subconsultants from the selected team. The contract will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

**II. SERVICES**

The services required for this contract include on-call right of way acquisition services including appraisals, right of way engineering, surveying and other specialty services on an on-call basis to assist SANBAG in delivering the Measure I Program. These services are anticipated to include a variety of right of way engineering and surveying services that may include but not be limited to, right of way mapping, right of way engineering, boundary surveys/maps, monumentation maps, survey control maps, records of survey, parcel or appraisal maps, lot line adjustment/subdivision maps, legal descriptions, and marking the right of way for appraisal and utility potholing, plat exhibits, property acquisitions, appraisals, negotiations, right of way coordination/meeting with owners, legal representation or agents for the SANBAG Measure I Program.

Consultants shall utilize appropriate land surveying and land title practices as needed to establish property and easement boundaries, perform site reconnaissance and monument recovery, and file Records of Survey.

See scope of work within Attachment A for a detailed description of the services anticipated within this contract. SANBAG will provide overall direction and task assignments to deliver the Measure I program and may assign its own staff for supplemental support to perform specific job responsibilities as well.

**III. MATERIALS FURNISHED BY SANBAG**

All software, data, reports, surveys, drawings, and other documents furnished to the Consultant by SANBAG for the Consultant's use in the performance of services shall be made available only for use in



performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the Agreement, or other such time as SANBAG may determine.

#### **IV. CONTRACT TYPE**

A specific rate of compensation contract, with a total not to exceed amount, will be issued for this contract. SANBAG will utilize this on-call contract to identify specific task orders (assignments) for the selected Consultant to provide a project-specific scope, schedule and budget. Any services provided by the Consultant which are not specifically covered by the Contract assignments will not be reimbursed. It is the Consultant's responsibility to recognize and notify SANBAG when services not covered under the Contract have been requested.

The terms of the Contract assignments will have specific schedules and budgets defined, subject to the budget constraints and duration of the overall on-call contract.

#### **V. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This contract is subject to Title 49 CFR 26.13(b).

The UDBE Contract goal is      %.

Bidders are advised that, as required by federal law, SANBAG has implemented Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Sections A thru F below of this Request for Qualifications cover the UDBE requirements.

It is the policy of San Bernardino Associated Governments (SANBAG) that Disadvantaged Business Enterprises (DBEs) as defined in Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION (DOT) FINANCIAL ASSISTANCE PROGRAMS", have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
2. To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
3. To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
4. To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts.
6. To assist with the development of firms that can compete successfully in the market place outside the DBE Program.

SANBAG will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, SANBAG will not, directly, or through contractual or

other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishments of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-I "*Notice to Bidders/Proposers Disadvantaged Business Enterprise Information*." If the contract has an under-utilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

A pre-SOQ meeting is scheduled for 2:00 P.M., September 10, 2009, at SANBAG's offices, 1170 W. Third Street, San Bernardino, CA 92410. The meeting will be held in the Super Chief Conference Room. This meeting is to inform consulting firms of project requirements and subconsulting opportunities. Bidder's attendance at this meeting will **NOT** be mandatory.

#### **A. Local Agency and Consultant DBE/UDBE Commitment**

The consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). It is the consultant's responsibility to make work available to DBEs/UDBEs and select work parts or materials needed consistent with available DBEs/UDBEs, to meet the contract goal for UDBE participation in this Request for Qualifications or to provide information to establish that, prior to SOQ submittal, the consultant made adequate good faith efforts.

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a  % goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

It is the consultant's responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program (CUCP), go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm). The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

## **B. UDBE Commitment Submittal**

Submit UDBE information on the "Local Agency Proposer-UDBE Commitment (Consultant Contracts)," Exhibit 10-O(1), form with the Statement of Qualifications (SOQ). It is the Contractors responsibility to use the most current forms available. All forms can be obtained from the California Department of Transportation website at:

<http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you purchase materials or supplies (for example, printing services) from UDBE firms, you may credit these purchases towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

## **C. Good Faith Efforts Submittal**

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the SOQ showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation with the SOQ to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to participate on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of

- solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that was contacted prior to submission of the SOQ. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
  4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
  5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
  6. List of efforts made to provide interested UDBEs with adequate information about the requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
  7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subconsultant purchases or leases from the prime consultants or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
  8. Any additional data to support demonstration of good faith efforts.

**The consultant's attention is directed to the provisions in the Sample Contract for the requirements and conditions concerning award and execution of contract, a copy of which is attached.**

The award of the contract, if it be awarded, will be to the most qualified consultant whose SOQ complies with the requirements prescribed herein. The contract shall be executed and returned to SANBAG within 10 days after the consultant has received the contract for execution, not including Saturdays, Sundays, and legal holidays. The executed contract documents shall be delivered to the following address:

San Bernardino Associated Governments  
1170 W. Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
ATTENTION: Mr. Garry Cohoe, Director of Freeway Construction

A "Local Agency Proposer-DBE Information (Consultant Contracts), Exhibit 10-O(2)" form is available on the California Department of Transportation website referenced in Section VI(B) above, and is to be executed by the successful consulting firm. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful firm must execute and return the form.

The successful firm's "Local Agency Proposer-DBE Information (Consultant Contracts), Exhibit 10-O(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned

location of that work. A successful consulting firm certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subconsultants.

The successful firm is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's scope of work proposal will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful firm is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Proposer-DBE Information (Consultant Contracts), Exhibit 10-O(2)" form shall be completed and returned to the Agency by the successful firm with the executed contract.

#### **D. Subconsultant and DBE Records**

The Consultant shall maintain records showing the name and business address of each first-tier subconsultant. The records shall also show the name and business address of every DBE subconsultant, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime consultants shall also show the date of work performed by their own firm along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report of Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Exhibit 17-F, and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to SANBAG. The form shall be furnished to SANBAG within 90 days from the date of completion of the professional services contract. The amount of \$10,000 will be withheld from the final invoice(s) payment until a satisfactory form is submitted.

#### **E. DBE Certification Status**

If a DBE subconsultant is decertified during the life of the project, the decertified subconsultant shall notify the prime consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the project, the subconsultant shall notify the prime consultant in writing with the date of certification. The prime consultant shall furnish the written documentation to SANBAG.

Upon completion of the professional services contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the prime consultant. The certified form shall be furnished to SANBAG within 90 days from the date of completion of the contract.

#### **F. Performance of Subconsultants**

The subconsultants listed by the prime consultant shall perform the work or services for which they are listed, unless the prime consultant has received prior written authorization to perform the work with other resources. The prime consultant should notify SANBAG in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

The subconsultants listed by you in the Statement of Qualifications (SOQ) shall list therein the name and address of each of their subcontractors to whom the subconsultant proposes to

subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with California Public Contract Code Section 4100-4114, known as the "Subletting and Subcontracting Fair Practices Act". The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform the work as listed in the "Local Agency Bidder - UDBE Commitment" form specified in the Contract. Do not terminate a UDBE listed subconsultant for convenience and perform the work with your own resources without prior written authorization from the Agency.

The Agency grants authorization to use other resources for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on their submitted written scope of work to the prime consultant for preparing the SOQ.
2. Work requires a professional license and listed UDBE does not have a valid license under the Board of Consumer Affairs.
3. Listed UDBE fails or refuses to perform the work.
4. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
5. Listed UDBE delays or disrupts the progress of the work.
6. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subconsultant is terminated, you must make good faith efforts to find another UDBE subconsultant to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal. The substitute UDBE must be certified as a DBE at the time of request for substitution.

SANBAG does not pay for work unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

#### **VI. STATEMENT OF QUALIFICATIONS INSTRUCTIONS**

Statement of Qualifications (SOQ) will be accepted until **2:00 PM, Tuesday, September 29, 2009**. Eight (8) copies are required. Any late submittals shall be considered nonresponsive. SOQs shall be delivered to:

Mr. Garry Cohoe  
Director of Freeway Construction  
San Bernardino Associated Governments  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, California 92410-1715

Proposals shall be submitted in a sealed package, addressed as shown above, clearly marked as follows:

**"ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES"**

SOQs must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- A statement requesting SANBAG to evaluate the submitted proposal based upon the Scope of Services for the subject RFQ.
- Summary and description of the work to be performed by firm and each subconsultant firm proposed for the project
- Indicate the location of the office from which the proposed project team will be managed.
- In accordance with SANBAG Policy No. 11000-R10, Sect. 7.A.2.f, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, see item B below.
- A memorandum from a principal from each subconsultant firm describing their specific roles and the services they will be performing.

B. Contract Termination Circumstances:

If consultant has ever been terminated from a contract, either for convenience and/or cause, describe the facts and circumstances in detail, on a separate sheet. See policy for details.

C. Technical Proposal Content:

**1. Qualifications, Related Experience, and References**

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the anticipated scope of work by reasons of: experience in performing recent work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Specifically:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- b. Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the project.
- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- d. Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFQ. Please include specialized experience and professional competence in areas directly related to this RFQ.
- e. Provide a list of past joint work by the firm and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.



- f. A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. References may also be supplied from other work not cited in this section as related experience.

## **2. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned. Specifically:

- a. Provide education, experience and applicable professional credentials of project staff.
- b. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- d. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- e. Include a statement that key personnel will be available to the extent proposed for the duration of the project assignments, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of SANBAG.

## **3. Work Plan**

This section of the proposal shall provide a narrative that addresses the Scope of Services and shows understanding of the project needs and requirements. Specifically:

- a. Describe the approach and work plan for completing the anticipated tasks specified in the Scope of Services attached. The work plan shall be of such detail to demonstrate ability to efficiently accomplish the anticipated project objectives.
- b. Outline sequentially the typical activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- c. Identify methods that will be used to ensure quality control as well as budget and schedule control for the project.
- d. Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.
- e. Consultants are encouraged to propose enhancements or procedural or technical innovations to the Scope of Services that do not materially deviate from the objectives or required content of the project.

## **4. Appendices**



Information considered as pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should only be included if relevant and brief.

**D. Contract Comments:**

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's standard contract attached. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

**E. Entire Proposal:**

The Consultant's proposal package is limited to 50 (8 1/2" x 11") pages single-sided. Charts and schedules may be included in 11" x 17" format. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. The page limit does not include the outside cover, section dividers, cover letters and subconsultant commitment memorandum, charts, schedules or appendices. Proposals that do not contain the required information or do not contain the required number of copies (eight) will not be accepted.

**F. Changes:**

During the selection process, any changes in key consultant or subconsultant personnel proposed in the SOQ must be brought to the attention of SANBAG immediately.

**VII. ACCEPTANCE OF PROPOSALS**

SANBAG reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals. SANBAG reserves the right to withdraw or cancel this RFQ at any time without prior notice and SANBAG makes no representation that any contract will be awarded to any firm responding to this RFQ. SANBAG reserves the right to re-issue a new RFQ for the same or similar services. SANBAG reserves the right to postpone proposal openings for its own convenience. Proposals received by SANBAG are public information and must be made available to any person upon request. Submitted proposals are not to be copyrighted.

**VIII. CONSULTANT SELECTION**

The primary objective of SANBAG is to select highly qualified firms to perform necessary professional services for SANBAG at a fair and reasonable cost. Consultants may obtain a copy of the consultant selection policy by accessing the SANBAG website. In addition, SANBAG has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the consultant firms will be based on clearly stated objectives.

C. Selection of private consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price to SANBAG, rather than competitive bidding process.

D. Upon review of the SOQs, a shortlist of firms will be invited to prepare for an interview. The pending contract will be awarded to the responsible, responsive firm best conforming to the RFQ, and is in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all SOQs and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue contracts for the subject services.

#### **IX. NEGOTIATIONS AND ENGAGEMENT**

The final contract and Scope of Services will be negotiated. Consultants are encouraged to include in their SOQ any comments relating to the Scope of Services and/or the terms and conditions of SANBAG's standard contract. In addition, Consultants are reminded that any comments regarding the Terms and Conditions of SANBAG's standard contract must be noted in the SOQ. SANBAG reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

#### **X. CONFLICT OF INTEREST**

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG.

#### **XI. SCHEDULE FOR CONSULTANT SELECTION**

Issue Request for Qualifications	September 3, 2009
Pre SOQ Meeting (Non Mandatory)	September 10, 2009
Statement of Qualifications Due	September 29, 2009
Shortlist and Notify Consultants (Anticipated)	October 12, 2009
Interview Shortlisted Consultants (Anticipated)	October 20, 2009
Select Consultant (Anticipated)	October 20, 2009
SANBAG Board Approval (Anticipated)	December 2, 2009
Notice to Proceed (Anticipated)	December 15, 2009

Dates are subject to change. Additional information and schedule updates will be posted on SANBAG's internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Bids, RFPs and RFQs".

#### **Contact List:**

Appointment/Document Requests:	Nessa Williams	(909) 884-8276
Questions/Comments:	Chad Costello, P.E.	(909) 884-8276

**ATTACHMENT “A”**

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/  
San Bernardino County Transportation Authority**

**and**

**TBD**

**To provide**

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING,  
SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES**

**for**

**Various Projects in San Bernardino County**

**Contract Number: C10027**

**SCOPE OF WORK**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for CONSULTANT to provide **ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES** for a period of three (3) years with two one-year options for extension, to be exercised at the sole discretion of SANBAG, on an On-Call/as needed basis in support of current and future SANBAG Projects.

Such services may include, but are not limited to, the following work program:

## **A. PROJECT MANAGEMENT**

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, SANBAG may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

### **1. Coordination/Administration**

#### **1.1 Coordination and Meetings**

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. The CONSULTANT team shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. The team shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

#### **1.2 Administration**

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by SANBAG.

## **2. Schedule and Progress Reports**

The CONSULTANT team shall submit an initial Project Schedule for each task order assignment. As directed by SANBAG, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following approval by SANBAG, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SANBAG, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for SANBAG approval. If appropriate and requested by SANBAG, the schedule and/or Progress Report may require updating more frequently.

## **3. Quality Assurance/Quality Control (QA/QC) Plan**

The CONSULTANT team shall maintain a Quality Assurance/Quality Control Plan throughout performance of the services for this contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed, CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect that the time of execution of the Contract. Within twenty (20) days of receiving the Notice to Proceed, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SANBAG. If requested by SANBAG, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

## **B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES**

Such services may include, but are not limited to, the following work program:

1. Consultants shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code under section 66499.35, and other right of way engineering services as directed by SANBAG.
2. Consultants shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SANBAG is working in conjunction with the California Department of Transportation (Caltrans), these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.
3. Consultants shall utilize appropriate land surveying and land title practices to:
  - Establish all property and easement boundaries within and overlapping the project area.
  - Perform site reconnaissance and monument recovery.
  - Establish or reestablish all monumentation required by State law and local regulations.
  - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
  - The preparation, filing and associated fees will be the responsibility of Consultants.

All data, maps and documents produced by Consultants shall be subject to approval and acceptance by SANBAG's Project Manager. In the event of non-acceptance due to errors or omissions, Consultants shall have seven calendar days to make corrections and return maps and documents to SANBAG. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation

and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans district 8 Right of Way engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by SANBAG with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.

5. Consultants shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all work to be performed by Consultants for SANBAG.
6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text, Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.
7. If any legal issues exist during the course of an assignment, Consultant shall coordinate and request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
8. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

**C. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, COST ESTIMATES and UTILITIES RELOCATION SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Right of Way Acquisition and Relocation, Real Property Searches, Identification and Feasibility Studies for Replacement and Mitigation Sites, Cost Estimates, and Utilities Relocation services in conjunction with current and future SANBAG Projects.

Consultant services may include, but are not limited to, the following work program:

1. All Consultant work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. Consultant deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than Consultant.
3. Consultant may be required to meet and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.
4. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
5. Consultant may be required to take direction from SANBAG's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by Consultant to SANBAG.



6. If any legal issues exist during the course of Consultant's performance of services required by SANBAG, Consultant shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
7. Consultant may be required to review right of way acquisition and relocation files of current and past SANBAG projects to ensure compliance with applicable state and/or federal regulations.
8. Consultant's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. Consultant must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.
10. Consultant shall provide a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of SANBAG.

#### **D. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.

Such appraisal services may include, but are not limited to, the following work program:

1. Consultant shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure,

the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. Consultant must be licensed by the State of California.

2. Consultant must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. Consultant may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff, participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, Consultant shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by the Appraiser to accompany the Appraiser during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the Appraiser to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the Appraiser may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation

justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.

9. Where the acquisition involves only a part (or portion) of the property, the Appraiser will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The Appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The Appraiser must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. Appraiser shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCR Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), Appraiser may be required to coordinate with SANBAG staff and/or consultants for such services as directed by SANBAG. Fees charged by SANBAG staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SANBAG.
15. It is the Appraiser's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.

16. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.

17. It is the Appraiser's responsibility to contact SANBAG's legal counsel for discussion and/or clarification in identifying personal or real property.

18. If hazardous waste is discovered on the property, Appraiser shall seek further direction from SANBAG.

19. Additional Qualifications:

- a. Consultant shall have a minimum five years experience as full time appraiser
- b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

#### **E. APPRAISAL REVIEW SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide independent appraisal review services for developed or undeveloped residential, commercial, industrial and agricultural properties. Review appraisal shall be completed by a unique, independent appraisal company. CONSULTANT may be required to produce review appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.

Such review appraisal services may include, but are not limited to, the following work programs:

1. When required by SANBAG, Review Appraiser shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. Review Appraiser shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal

Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. Appraiser must be licensed by the State of California.

3. Review Appraiser must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. Review Appraiser may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Review Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the Review Appraiser is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, Review Appraiser may develop appraisal documentation to recommend value.
8. The Review Appraiser and the Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by SANBAG's legal counsel and the appraisal prepared in accordance therewith.
10. The Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and

explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.

11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
12. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
13. Additional Qualifications:
  - a. Consultant shall have a minimum five years experience as full time appraiser
  - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
  - c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
  - d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

#### **F. GOODWILL APPRAISAL SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Goodwill Appraisal Services in support of SANBAG's right of way acquisition activities for current and future SANBAG Projects.

Such appraisal services may include, but are not limited to, the following work programs;

1. Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.

4. Appraiser may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact SANBAG's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SANBAG legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
9. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
10. Additional Qualifications:
  - a. Consultant shall have a minimum of five years experience as a full time Goodwill appraiser.
  - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
  - c. Consultant shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
  - d. Consultant shall certify that Consultant has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

#### **G. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Furniture, Fixtures, Machinery and Equipment (F F & E) Appraisal Services in support of SANBAG's right of way acquisition activities for current and future SANBAG Projects.

Such appraisal services may include, but are not limited to, the following work program:

1. Appraiser shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Consultants may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters.
6. It is the Appraiser's responsibility to contact SANBAG's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
8. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
9. Additional Qualifications:



- a. Consultant shall have a minimum five years experience as full time F F & E appraiser
- b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. Consultant shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

#### **H. TITLE AND ESCROW SERVICES**

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Title and Escrow services on an On-Call/as needed basis in support of current and future SANBAG Projects.

Title and Escrow Services conducted by the Consultants on behalf of SANBAG may include, but are not limited to, the following work program:

1. At the initiation of the work program, the Consultants shall meet with SANBAG staff regarding SANBAG's requirements for specific title work and escrow services assignments.
2. Consultant shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SANBAG.
3. Consultant shall ensure that all Preliminary Title Reports are accurate and complete.
4. Consultant shall provide all additional legal documents required by SANBAG, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. Consultant staff shall prepare and review all legal documents necessary to ensure that SANBAG is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.

6. Consultant shall provide all necessary assistance to SANBAG to clear all exceptions stated in the Preliminary Title Reports, unless waived by SANBAG in writing.
7. Consultant shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. Consultant shall prepare, subject to review and approval by SANBAG's Legal Counsel, Escrow Instructions for execution by SANBAG and the grantor(s) or grantee(s). Consultant shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. Consultant shall provide efficient Escrow Services to SANBAG and property owners involved in SANBAG related transactions.
10. Consultant shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by SANBAG Legal Counsel prior to close of escrow.
11. Consultant shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SANBAG.
12. Consultant shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. Consultant shall prepare an Escrow Closing Schedule in accordance with written instructions from SANBAG and property owners.
14. Consultant shall meet and coordinate its work with other right of way consultants as directed by SANBAG.
15. Immediately prior to Close of Escrow, Consultant shall order and provide SANBAG with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SANBAG.
16. At Close of Escrow, Consultant shall prepare and submit an Escrow Closing Statement to SANBAG and other parties to the transaction, together with copies of all documents conveying title to SANBAG, copies of releases of liens and encumbrances, receipt for payments made on behalf of SANBAG and the other parties to the transaction.
17. At Close of Escrow, the Consultant shall issue a Standard Owner's Policy of Title Insurance effectively insuring SANBAG's interest and ownership of the property or

property rights acquired, unless an ALTA Policy of Title Insurance is requested by SANBAG.

18. Consultant shall provide multi-lingual services as needed for efficient closing of SANBAG transactions.
19. As requested by SANBAG, Consultant may be required to testify in any administrative or judicial proceeding.
20. Consultant shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SANBAG.
21. Consultant shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of SANBAG.
22. If legal issues exist during Consultant's performance of services required by SANBAG, Consultant shall request legal opinion. All legal opinions shall be rendered or concurred to by SANBAG's legal counsel.
23. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

**SANBAG Contract No. C10027**

by and between

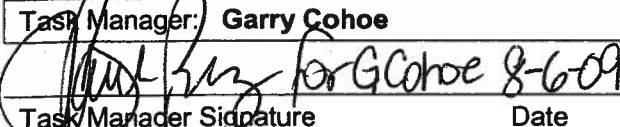
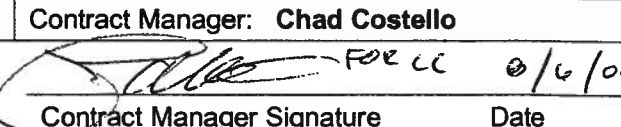
San Bernardino County Transportation Authority

and

TBD

for

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING AND OTHER SPECIALTY PROFESSIONAL SERVICES**

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>TBD</u>	Retention:	<input checked="" type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID <u>TBD</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>TBD</u>	Previous Amendments Total: \$ <u>0</u>			
	Previous Amendments Contingency Total: \$ <u>0</u>			
Contingency Amount: \$ <u>TBD</u>	Current Amendment: \$ <u>0</u>			
	Current Amendment Contingency: \$ <u>0</u>			
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>TBD</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
Original Board Approved Contract Date: <u>TBD</u>		Contract Start: <u>TBD</u>		Contract End: <u>TBD</u>
New Amend. Approval (Board) Date:		Amend. Start:		Amend. End:
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
Approved Budget Authority →	Fiscal Year: <u>TBD</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority?				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%				
Task Manager: <b>Garry Cohoe</b>		Contract Manager: <b>Chad Costello</b>		
 Task Manager Signature		 Contract Manager Signature		
Date		Date		

Chief Financial Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT NO: C10027**

**EFFECTIVE DATE: TBD**

**by and between**

**San Bernardino  
County Transportation Authority**

**and**

**TBD**

**to provide**

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING,  
SURVEYING, AND OTHER SPECIALTY PROFESSIONAL  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**

**TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
Article 1 Description of Services .....	3
Article 2 Performance Schedule .....	3
Article 3 Contract Price and Cost Principles .....	4
Article 4 Availability of Funds .....	5
Article 5 Taxes, Duties, Fees .....	5
Article 6 Invoicing and Payments .....	5
Article 7 Documentation and Right of Audit .....	6
Article 8 Responsibility of the Engineer .....	7
Article 9 Reporting Requirements/Deliverables .....	7
Article 10 Permits and Licenses .....	7
Article 11 Technical Direction .....	7
Article 12 Changes .....	9
Article 13 Federal and State Mandatory Provisions .....	9
Article 14 Conflict of Interest .....	11
Article 15 Key Personnel .....	11
Article 16 Representations .....	12
Article 17 Proprietary Rights/Confidentiality .....	12
Article 18 Terminations .....	13
Article 19 Stop Work Orders .....	14
Article 20 Claims .....	14
Article 21 Insurance .....	15
Article 22 Indemnity .....	17
Article 23 Damages due to Errors and Omissions .....	17
Article 24 Ownership of Drawings and Data .....	17
Article 25 Subcontracts .....	18
Article 26 Inspection and Access .....	18
Article 27 Independent Contractor .....	18
Article 28 Precedence .....	19
Article 29 Communications and Notices .....	19
Article 30 Disputes .....	20
Article 31 Gratuities .....	20
Article 32 Review and Acceptance .....	20
Article 33 Safety .....	21
Article 34 Assignment .....	21
Article 35 Amendments .....	21
Article 36 Governing Law and Venue .....	21
Article 37 Prevailing Wages .....	21
Article 38 Contingent Fee .....	21
Article 39 Location of Performance .....	22
Article 40 Entire Document .....	22
Article 41 Attorney's Fees .....	22

**CONTRACT**  
**FOR**  
**ON-CALL RIGHT OF WAY ACQUISITION SERVICES**  
**INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND**  
**OTHER SPECIALTY PROFESSIONAL SERVICES**

This Contract, entered into this \_\_\_\_th day of \_\_\_\_\_ 2009, by the firm of \_\_\_\_\_ (hereinafter called CONSULTANT) whose address is:

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92410-1715**

Whereas, AUTHORITY desires CONSULTANT to perform certain professional and technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional standards generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and other specialty profession services standards.

**Article 2      Performance Schedule**

2.1      The Period of Performance by CONSULTANT under this Contract shall commence on \_\_\_\_\_, 2009 and shall continue in effect for 36 months, with two 1 year extension options, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided. This contract does not guarantee any amount of work for either the primary consultant or any subconsultants from the selected team.

### **Article 3      Contract Price and Cost Principles**

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed \$ \_\_\_\_\_. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. CONSULTANT's fee for services is included in the total estimated contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
- 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.
- 3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.



- 3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

#### **Article 4 Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

#### **Article 5 Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6 Invoicing and Payments**

- 6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by

CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 Appearance at Hearings – If and when required by AUTHORITY, CONSULTANT shall render assistance at hearings as may be necessary for the performance of the services.

## **Article 7 Documentation and Right of Audit**

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2 The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG's sole discretion.

Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract.

#### **Article 8      Responsibility of the Program/Project Manager**

- 8.1      The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2      In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and safety of the program and projects and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

#### **Article 9      Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

#### **Article 10      Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

#### **Article 11      Technical Direction**

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Director of Freeway Construction, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
  - 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Director of Freeway Construction or designee does not have the authority to, and may not, issue any technical direction which:
- 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";
  - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
  - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
  - 11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.
  - 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.

- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;
- 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

## **Article 12 Changes**

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

## **Article 13 Federal and State Mandatory Provisions**

- 13.1 Equal Employment Opportunity/Nondiscrimination
- 13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of

enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

### **13.2 Handicapped Workers**

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **Article 14 Conflict of Interest**

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

## **Article 15 Key Personnel**

15.1 Key personnel as defined by SANBAG are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and

CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Agreement.

**Article 16     Representations**

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

**Article 17     Proprietary Rights/Confidentiality**

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.
- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.



- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## **Article 18 Terminations**

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.

- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.

- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

18.4 The Authority's Director of Freeway Construction shall have the full authority and discretion to exercise Authority's rights under this Article 18, Terminations.

## **Article 19 Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination.

## **Article 20 Claims**

AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

## **Article 21 Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 21.1 Professional Liability Insurance coverage with limits of not less than \$1,000,000, per claim or occurrence and \$2,000,000 in the aggregate. CONSULTANT shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Contract and for a minimum of three (3) years after contract completion.
- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons including volunteers providing Services on behalf of CONSULTANT and all risks to such persons under this Agreement.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.  
  
For products and completed operations a \$2,000,000.00 aggregate shall be provided.
- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor

Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.

- 21.6 Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.
- 21.7 Waiver of Subrogation Rights. The CONSULTANT shall require the carriers of required coverages to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.
- 21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.
- 21.9 Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- 21.10 The AUTHORITY's contract with its general contractor for each project is to require such contractor to obtain a Builder's Risk or Course of Construction Insurance, insuring on an "All Risks" basis with a limit of not less than the full insurable replacement cost of the project subject to deductible amounts as selected by AUTHORITY, and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of AUTHORITY, CONSULTANT and its related entities, contractors and subcontractors of all tiers. The construction contract shall require that such insurance be primary, and shall include coverage for physical damage resulting from the Services and shall include an insurer's waiver of subrogation or right of recourse in favor of each party insured thereunder. Furthermore, the construction contract shall require that such insurance shall remain in effect until the applicable project is completed and accepted by the AUTHORITY. The CONSULTANT, in its role as Project Manager, shall

ensure that the requirements of this section are met.

## **Article 22 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; and
- 22.2 Any and all claims, causes of action, liabilities, losses, costs or expenses, that arises out of, pertains to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

## **Article 23 Damages due to Errors and Omissions**

- 23.1 Architects, Engineers, Land Surveyors and all other related Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in services furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

## **Article 24 Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

## **Article 25 Subcontracts**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

## **Article 26 Inspection and Access**

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

## **Article 27 Independent Contractor**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or

CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

## **Article 28      Precedence**

28.1    The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request for Qualifications which are incorporated herein by reference.

28.2    The following order of precedence shall apply:

- 28.2.1    This Contract, its General Terms and Conditions, and Attachments
- 28.2.2    CONSULTANT's Statement of Qualifications
- 28.2.3    AUTHORITY's Request for Qualifications

28.3    In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

## **Article 29      Communications and Notices**

29.1    Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name:

Address:

Attn:

Phone:

Fax:

For AUTHORITY:

Name: San Bernardino Associated Governments  
Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
Attn: Mr. Garry Cohoe  
Phone: (909) 884-8276  
Fax: (909) 885-4407

- 29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

### **Article 30 Disputes**

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

### **Article 31 Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

### **Article 32 Review and Acceptance**

All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.



**Article 33      Safety**

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

**Article 34      Assignment**

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

**Article 35      Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

**Article 36      Governing Law and Venue**

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**Article 37      Prevailing Wages**

The CONSULTANT is alerted to the requirements of California Labor Code Section 1770 et seq. and agrees to defend, indemnify, and hold harmless AUTHORITY and its officers, employees, consultant, and agents from any claim or liability including, without limitation, attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Section 1770 et seq.

**Article 38      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 39      Location of Performance**

NOT USED

**Article 40      Entire Document**

- 40.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 40.2 No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 40.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

**Article 41      Attorney's Fees**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**TBD**

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

San Bernardino Associated Governments	<b>Policy</b>	<b>11000</b>
Adopted by the Board of Directors	January 3, 1997	Revised
		12/3/08
<b>Contracting and Procurement Policy</b>	Revision No.	11

**Important Notice:** A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

#### **Table of Contents**

[Purpose](#) | [References](#) | [Policy](#) | [Contract Types](#) | [Standard Procedures](#) | [Public Works Contracts](#) | [Supplies and Services Contracts](#) | [Leasing of Real Property](#) | [Amendments to Contracts](#) | [Standard of Ethics](#) | [Revision History](#) |

## **I. PURPOSE**

This policy establishes contracting and procurement standards to guide the selection of the most qualified firms to perform services to the best advantage of the Agency. It provides guidance to SANBAG staff with respect to policy considerations adopted by the SANBAG Board of Directors.

## **II. REFERENCES**

Policy 10025, Guidelines for Agenda Materials

## **III. POLICY**

All contracts, including contracts for construction projects, leases of real property, professional services, and service and maintenance contracts, shall be processed according to the following policies.

## **IV. CONTRACT TYPES**

SANBAG may enter into a variety of contract types, each of which may be subject to different rules as a function of state and/or federal law and SANBAG policy. The different contract types and rules affecting them are specified in this policy.

### **A. Professional Services Contracts**

1. SANBAG may, from time to time, enter into agreements with private firms or other agencies to perform ongoing services. Such contracts are geared toward the performance of specific functions on a continuing or as-needed basis, as opposed to the completion of a clearly specific scope of work or preparation of a discrete work product. Examples of professional services contracts are for legislative advocacy, legal counsel, program management, and construction management.
2. When selecting private firms to perform such services, this type of contract must be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

### **B. Product Specific Professional and Technical Services Consultants**

1. SANBAG may enter into contracts for the preparation of specific designs, studies, reports, or work products. These contracts are defined by very specific scopes of work and discrete work products, set periods of performance, and negotiated costs. Examples of product specific professional services contracts are for architectural reports, historic surveys, engineering reports and feasibility studies.
2. When selecting private firms to perform such services, this type of contract must be awarded based on demonstrated competence and on the professional qualifications necessary for the satisfactory

performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and project managers, organization of the project tasks, understanding of tasks to be completed, understanding of project goals, knowledge of the working environment, and particular skills and expertise of the firm and/or managers proposed for the project.

### **C. Public Works/Construction Contracts**

SANBAG may enter into contracts for public works or specific construction. These contracts are subject to the California Public Contracts Code and must be awarded to the lowest responsible bidder. Examples of this type contract are for roadways, bridges, signals, and other public works projects.

### **D. Leases of Real Property**

SANBAG may, from time to time, enter into contracts for the leasing of real property belonging to SANBAG or leased for use by SANBAG. Examples of this type contract are for office space occupied by SANBAG staff, lease of rail rights-of-way owned by SANBAG not immediately required for rail operations; or other short-term project specific leases.

### **E. Purchase Orders**

1. The purchase order procedures are developed for efficiency in processing transactions where services and supplies are clearly specified and provide for expedient delivery of products and services. Purchase orders are binding documents that establish a vendor's acceptance of the offer and mutually agreed upon terms and conditions, expected performance, and consideration for performance.
2. Products and services for amounts less than \$25,000 in any one-year period, other than purchase and lease of real property and employment contracts, may be purchased using purchase order procedures.
3. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$50,000. Purchase Orders over \$50,000 or exceeding a cumulative amount of \$50,000 in any fiscal year must be approved by the Board of Directors.
4. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Board of Directors.

---

## **V. STANDARD PROCEDURES**

The SANBAG standard practice shall be that:

- A. Contracts shall be required for construction projects, roadwork, purchase or lease of real property and all employment contracts.
- B. All contracts shall be reviewed by legal counsel prior to presentation to the Board for approval.
- C. All contracts shall specify a period of performance, description of the function to be performed, total contract amount, and appropriate performance standards.
- D. All contracts shall contain a standard non-discrimination clause.
- E. When utilizing state and federal funds requiring more rigorous or different standards than applied by these policies, such standards will prevail. SANBAG is responsible for ensuring that such standards are met and/or are included in appropriate contracts.
- F. The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years.
- G. Special consideration is required in the instances of a formal competitive process resulting in only one bidder. In those instances, SANBAG staff shall evaluate factors relative to the competitive process, including adequacy of notification to qualified competitors, requirements of the RFQ/RFP, the amount of time provided to respond to the RFQ/RFP, adequacy of the one proposal received, and urgency. After such an analysis, the Executive Director shall make a recommendation to either accept or reject the proposal. Each circumstance will require consideration of facts relevant to the specific solicitation and work to be performed.
- H. All contracts, contract amendments, and memoranda of understanding must be approved by the Board of Directors, unless otherwise authorized by the Board of Directors. In order to prevent delays that would result in negative impacts to SANBAG projects and/or programs, SANBAG staff will provide

sufficient time for SANBAG Policy Committees and the Board of Directors to appropriately review and consider staff recommendations for approval of contracts and contract amendments. Refer to Policy 10025.

- I. In the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, either the Administrative Committee or the Plans and Programs Committee is authorized to approve contracts in excess of \$25,000, subject to Board of Directors ratification. Ratification shall be obtained at the next regularly scheduled meeting of the Board of Directors following such approval.
  - J. The SANBAG President is the officer designated to sign contracts on behalf of the organization, unless otherwise authorized by the Board of Directors. In the absence of the SANBAG President, the SANBAG Vice President is authorized to sign contracts on behalf of the organization.
- 

## **VI. PUBLIC WORKS CONTRACTS**

Public Works Contracts over \$6,500 shall be awarded based upon a competitive process as governed by California Public Contracts Code.

---

## **VII. SUPPLIES AND SERVICES CONTRACTS**

SANBAG shall maintain a listing of vendors who have expressed an interest in doing business with the Agency. The listing shall include the vendor's primary contact for competitive processes and the vendor's field of expertise as stated by the vendor.

### **A. Supplies and Services Competitive Processes**

- 1. **Informal Competitive Procurement:** Informal competitive procurement procedures will generally be used for purchases in excess of \$5,000, but not exceeding \$25,000. The following general procedures, depending upon the type of purchase, should be used for informal competitive procurement:
  - a. A telephone survey for quotations will generally be taken for purchases of goods and services. In such cases, the buyer specifically identifies the item being purchased. Award of a purchase order will be to the lowest responsive responsible bidder whose bid conforms to the requirements.
  - b. Informal Requests for Quotes or letters may be required if the goods or services being requested require bidders to have more detail. SANBAG will issue a Request for Quotation to a limited number of firms/individuals. Award of a purchase order will be to the responsible bidder whose bid conforms to the requirements and is most advantageous to SANBAG as to price and other factors considered.
  - c. Use of electronic quotation systems operating within San Bernardino County is authorized.
  - d. SANBAG will document results of all such informal procurement actions.
- 2. **Formal Competitive Procurements - Request for Proposal/Request for Qualifications:** The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process is used to solicit proposals for services in excess of \$25,000 and for solicitation of proposals less than \$25,000 in instances where this process is deemed appropriate.
  - a. The RFP/RFQ process is a competitive procurement process that requires evaluation of offeror's proposal and qualifications. This competitive procurement process does not require award to the lowest bidder.
  - b. This process applies to professional services contracts and product specific professional and technical consulting contracts, including engineering, environmental, surveying, construction management, and architectural services. These contracts shall be awarded based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG.
  - c. SANBAG will provide complete RFP packages to vendors identified as providing the specific services being requested in the RFP/RFQ either by mail or other methods.
  - d. SANBAG will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of offerors receiving the proposal invitations and attendance at pre-proposal conferences, if held. The control record shall be used as

a mailing list for the issuance of addendums and as a verification record in the case of vendor protests.

- e. Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the offerors, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.
- f. Included in the RFP/RFQ, will be the question if their firm was ever terminated from a contract. If so, the firm will be required to describe the facts and circumstances in detail.

**3. Formal Competitive Procurements - Request for Bids**

- a. The competitive sealed bid method of procurement is used for purchases in excess of \$25,000:
  - 1). When a complete, adequate and realistic specification or purchase description is available;
  - 2). Two or more responsible suppliers are willing and able to compete effectively; and
  - 3). The procurement lends itself to a firm-fixed price contract and the election of the successful bidder can be made on the basis of price.
- b. A control record will be maintained as invitations for bids are distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the proposal invitations or posting of the notice. The control record shall be used as a mailing list for the issuance of notices relative to the request for bids and as a verification record in the case of vendor protests.
- c. Award of a contract shall be made to the responsive, responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

**B. Consultant Selection Process**

- 1. Authorization to circulate Request for Proposals (RFP)/Request for Qualifications (RFQ). Staff will obtain Board of Directors approval prior to circulation of any RFP/RFQ.
- 2. Preparation and distribution of RFP/RFQ. SANBAG staff and/or contract staff will prepare the scopes of work and the RFP/RFQ.
- 3. Appointment of Selection Team. The Board of Directors, Policy Committees and/or SANBAG staff shall appoint a selection team. A representative of SANBAG member jurisdictions or representatives of SANBAG counterpart agencies shall be invited to participate in the selection of contractors and consultants, when appropriate. In the instance of SANBAG Major Projects contracts, the selection team shall consist of 2 Caltrans representatives and 3 representatives from member or counterpart agencies, or members of the Board of Directors or their designees. Members of the selection team shall be appointed with reference to the discipline involved and the location of the project. When possible, SANBAG staff shall participate in the entire selection process.
- 4. SANBAG Staff. As used in this policy, the term "SANBAG staff" refers to full-time employees of SANBAG.
- 5. Responses to Queries. Numerous inquiries are typically received during the circulation period for any RFP/RFQ. Relevant information will be provided, and pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to offerors, funding, contract type, evaluation criteria, terms, scope, and the selection process. The names of the selection team are often requested. Relevant technical information will be provided, but names of the selection team shall not be made available prior to formal interviews.
- 6. Short-listing. Short-listing is the most important part of the process. Narrowing the list to a small set of qualified firms greatly reduces the likelihood of making a poor selection. Ensuring an adequate short-list is therefore very important. Members of the selection team shall review and evaluate all responses to establish a short-list of the most highly qualified firms in preparation for formal interviews.

For SANBAG Major Projects contracts, SANBAG staff and/or contract staff shall review all the statements of qualifications and prepare a single qualitative evaluation for each firm's response to the RFP/RFQ that includes evaluative comments and rationale. Besides the normal criteria, the evaluative comments will focus especially on the following points:

- Understanding of the project.
- Management structure of the project team.

- Project approach.

This summary evaluation will then be forwarded to the actual selection team for their reference and use. The summary evaluations will be advisory only, and will not provide a ranking or numeric scoring of submittals. Each member of the team must then perform an independent review of the responses. The Director of Freeway Construction will then convene the selection team to prepare the short-list.

7. **Interviews.** The selection team shall convene to interview the short-listed firms. For SANBAG Major Projects contracts, one contract staff member shall be designed as ex officio member to participate during the interview process in questioning and discussion, but shall have no vote, and will not attempt to influence the decision. This will ensure adequate technical expertise and perspective from SANBAG's program interests.

8. **Debriefing.** An essential part of the selection process is the debriefing of firms that were either not short-listed or not selected. Members of the selection team shall designate one member to meet with unsuccessful proposers to explain the selections that have been made and to offer recommendations for improving future proposals. Contract staff will not participate in the debriefing.

These procedures are intended to ensure that only highly qualified firms matching SANBAG's needs will be selected.

### **C. Major Projects Negotiating Guidelines**

The SANBAG Major Projects Task Force adopted guidelines on May 3, 1995, relative to Major Projects Negotiating Guidelines. Those guidelines shall provide guidance to SANBAG staff in negotiating professional services and product specific professional and technical services consultants. After following those guidelines, where staff, after diligent effort, cannot recommend a contract with the highest ranking firm due to an inability to negotiate a fair and reasonable price, negotiations will be initiated with the second highest ranking firm and proceed to a contract recommendation.

### **D. Sole Source Process**

In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required.

1. All sole source contracts shall be governed by the following guidelines:
  - a. Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.
  - b. Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.
  - c. Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.
  - d. Any recommendation to the Board of Directors for sole source procurement must be specifically called out in the agenda item and shall be placed on the discussion calendar.
2. The Executive Director, or his designee, shall approve sole source procurements up to \$25,000, using the guidelines outlined in this section. Such sole source procurements shall be routinely reported to the Board of Directors.

## **VIII. LEASING OF REAL PROPERTY**

- A. The SANBAG Board of Directors shall approve all lease agreements resulting from a call for bids.
- B. The call for bids shall be posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.
- C. Leases for a period not exceeding ten years and having an estimated monthly rental of not more than \$5,000 may be excluded from the bidding procedure specified in the preceding paragraph 11000.8.B above. Leases excluded from the bidding procedure specified in paragraph 11000.8.B shall be subject to the following requirements.
  1. Notices requesting offers to lease SANBAG property shall be posted in the SANBAG offices. Notices shall also be mailed or delivered at least 15 days prior to accepting offers to lease to any



person who has filed written request for notice with SANBAG. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code Section 6061.

2. Notices requesting offers to lease SANBAG property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SANBAG officer authorized to execute the lease.
  3. The Executive Officer, or his designee, is authorized to approve and execute leases exempted from the bidding procedures specified in the preceding paragraph 11000.8.B.
  4. Leases exempt from the bidding procedures specified in the preceding paragraph 11000.8.B are not renewable except by approval of the Board of Directors after a competitive process.
- D. The SANBAG Board of Directors' approval is required on all leases of real property for use by SANBAG, except that the Executive Director, or his designee, is authorized to lease real property for a term not to exceed three years and for a rental not to exceed \$2,500 per month. The Executive Director, or his designee, is authorized to amend real property leases for improvements or alterations with a total cost not to exceed \$2,500, provided that the amendment does not extend the term of the lease and that no more than two amendments, not exceeding \$2,500 each, are made within a 12-month period.
- 

## **IX. AMENDMENTS TO CONTRACTS**

From time to time, it may be necessary or convenient to amend contracts. All contract amendments shall be approved by the Board of Directors unless otherwise provided by action of the Board of Directors. Amendments may relate to all contract components of the various contract types: terms and conditions, period of performance, compensation and fee, scope of work, or functional responsibility.

### **A. Professional Services Contracts**

1. In those instances where it has been determined that professional services are required beyond the term of the existing contract, the standard practice shall be for the contract to be reviewed prior to the end of the contracted performance period and assessed relative to (1) the scope and continued need for the function performed, (2) the adequacy of performance under the contract, and (3) other terms and conditions of the agreement.

In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners and SANBAG member jurisdictions. When such a professional services contract is being considered for revised scope or extension, SANBAG will solicit input from the representatives of those public agencies on the performance, demeanor, and timely implementation of work performed by the contractor.

2. Based upon the demonstrated competence and on the professional qualifications of the contractor and upon the particular project needs, professional services contracts may be recommended for extension or be recommended for re-competition.
3. Re-competition for professional services contractors serves to assess the competitive market conditions relative to expertise and pricing for services and may be prudent on a periodic basis. However, where professional services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such contracts without re-competition. Staff shall analyze each contract based upon the specific project needs and include justification for such recommendation to the Board of Directors.
4. In those instances where it may be prudent for SANBAG staff to recommend against a renewed competitive process, the decision for lack of renewed competitive process may include the following instances:
  - a. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process.
  - b. When, on the basis of a specific finding or competitive process prior to approval of the original contract, the contractor was determined to be the most qualified and responsive to undertake the work addressed by the contract amendment.

- c. Where the contractor, based upon findings presented to the Board, of (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required, is found to be preeminently positioned to perform the work.

#### **B. Product Specific Professional and Technical Services Consultant Contracts**

1. The Board of Directors may periodically approve amendments to product specific professional and technical services consulting contracts contingent upon contractor performance and negotiation. Amendments may address all contract components, but typically relate to increased cost, the period of performance to accomplish the project, or adjustments to the scope of work.
2. Amendments to increase the cost and/or period of performance of an established scope of work are approved as a matter of prudence and necessity. These result from increased difficulty or range of work effort to accomplish the defined scope. Examples requiring such amendments include actions in response to review comments, the imposition of new state or federal regulations, various design complications, and other factors generally beyond the consultant's control and not anticipated during the initial cost proposal.

#### **C. Public Works/Construction Contracts**

1. Amendments and change orders to Public Works/Construction contracts shall comply with the California Public Contracts Code.
2. The Director of Freeway Construction is authorized to approve Construction Change Orders on all SANBAG Construction Contracts up to the authorized contract contingency amount and subject to the limitations imposed by Section 20142 of Public Contract Code. Change orders approved by the Director of Freeway Construction will be presented monthly for review and ratification by the Major Projects Committee. In the event that the \$150,000 limitation of Public Contract Code Section 20142 must be exceeded, prior approval of the SANBAG President will be obtained.

### **X. STANDARD OF ETHICS**

- A. No SANBAG employee shall solicit, demand or accept from any person anything of a monetary value for or because of any action taken, or to be taken, in the performance of his or her duties. An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SANBAG, including possible dismissal.
- B. No SANBAG employee shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such SANBAG employee by blood, marriage, or by common commercial or financial interest. An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SANBAG, including possible dismissal.

### **XI. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors	01/03/97
1	Modified Para. 11000.10	01/07/98
2	Modified Para. 11000.7.2	01/07/98
3	Deleted & replaced Para. 11000.7.3	01/07/98
4	Added Para. 11000.10 B	03/04/98
5	Modified Para. 11000.10	06/03/99
6	-Added Para. 11000.7.2.f -Modified Para. 11000.7.3.5.B -Modified Para. 11000.9.3.2	09/01/99
7	-Added new Para. 11000.5.G -Re-identified Para. 11000.5.H (was Para. 11000.5.G) and revised to add "...or the Plans and Programs Committee . . ." -Re-identified Para. 11000.5.I (was Para. 11000.5.H) -Moved Para. 11000.7.5.3 to new paragraph 11000.7.5.1.d and added "...and shall be placed on the discussion calendar." -Added Para 11000.12 REVISION HISTORY	07/05/00

8	-Revised Par. 11000.2 DEFINITIONS to REFERENCES and added Policy 10025, Guidelines for Agenda Materials. -Revised Paragraphs 11000.5.H and 11000.5.I -Re-numbered original Par. 11000.5.I to 11000.5.J -Deleted Par. 11000.10 POLICY GOVERNING DISADVANTAGED BUSINESS ENTERPRISES; re-numbered original Paragraphs 11000.11 and 11000.12 to 11000.10. and 11000.11.	01/09/02
9	Par. IX.A.1: Added additional paragraph "In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners...". Re-formatted paragraph numbering to match current policy format, e.g., 11000.1 PURPOSE changed to I. PURPOSE.	07/02/03
10	Eliminated the Local Preference Policy ~ Paragraph VII.C; subsequent paragraphs VII.D and E renumbered to VII.C and D.	11/07/07
11	Par. IV.E.3: Increased the Executive Director's authority for approving Purchase Orders from \$25,000 to \$50,000.	12/03/08

## *Minute Action*

AGENDA ITEM: 7

**Date:** August 13, 2009

**Subject:** SR-210 Habitat Restoration and Biological Monitoring Services

**Recommendation:** \* Approve Amendment No. 5 to Contract No. 02-019 with LSA Associates Inc. (LSA) to extend the end date for On-call Environmental Services for SR-210, Segments 10 & 11 from September 5, 2009 to June 30, 2011.

**Background:** This is an amendment to an existing contract. The purpose of the original contract was to perform environmental services for the SR-210 extension project. This amendment is a contract time extension that will allow the completion of the habitat restoration monitoring task related to biological permit requirements for construction of the State Street Storm Drain.

On September 5, 2001, Contract No. 02-019 with LSA was approved by the SANBAG Board of Directors for environmental services related to the eastern segments of the SR-210 extension project. The scope of work was to provide assistance in securing various environmental permits and construction monitoring services. Amendment 1 was approved in February 2005 which added various additional tasks to the scope of the contract including implementing a worker awareness program for and translocation of San Bernardino Kangaroo Rats (SBKR) which was then just listed as an endangered species under the Federal Endangered Species Act. Amendment 2 was approved in June 2005 to include an environmental re-evaluation to address the high-speed freeway to freeway connectors with I-215, the Pepper Avenue Interchange ramps, and various local street improvements.

*Approved*  
*Major Projects Committee*

*Date:* August 13, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

On January 4, 2006, amendment 3 was approved to add biological monitoring to the scope of the original contract for SBKR habitat restoration services. The SBKR habitat monitoring task is part of biological permit requirements related to construction of the State Street Storm Drain. The habitat restoration monitoring and reporting period required by the biological permit is five years; as such, the habitat restoration monitoring task will be completed by January 2011. SANBAG staff recommends an additional six months to the LSA contract beyond January 2011 to allow time to coordinate with the United Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) on the permit closeout.

Amendment 4 was approved in September 2008 to increase the contract amount in order to fund the remaining tasks in the contract. Amendment 4 included professional services associated with preliminary investigation of environmental mitigation properties for future SANBAG projects.

This amendment is only an extension of the contract period of performance and does not propose any changes to the contract amount.

***Financial Impact:*** This item is consistent with the FY 2009/2010 budget.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on August 13, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 02-019-05  
by and between  
San Bernardino County Transportation Authority  
and  
LSA Associates Inc.  
for  
Environmental Services for SR-210, Segments 10 & 11

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>03015</u> Vendor ID <u>LSAAI</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>350,000</u>  Contingency Amount:    \$ <u>0</u>	Previous Amendments Total:      \$ <u>558,000</u> Previous Amendments Contingency Total:    \$ <u>0</u> Current Amendment:                      \$ <u>0</u> Current Amendment Contingency:            \$ <u>0</u>			
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>908,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b><u>Task</u></b>	<b><u>Cost Code</u></b>	<b><u>Funding Sources</u></b>	<b><u>Grant ID</u></b>	<b><u>Amounts</u></b>
Original Board Approved Contract Date: <u>9/5/01</u> Contract Start: <u>9/5/01</u> Contract End: <u>9/5/09</u> New Amend. Approval (Board) Date: <u>9/2/09</u> Amend. Start: <u>9/2/09</u> Amend. End: <u>6/30/11</u>				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>09/10</u> \$ ____	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ ____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>8241</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>CONTRACT MANAGEMENT</b>				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: <b>Garry Cohoe</b>			Contract Manager: <b>Paul Melocoton</b>	

 Task Manager Signature	Date	 Contract Manager Signature	Date	8/6/09
Chief Financial Officer Signature		Date		

**CONTRACT NO: 02-019-05**

**Amendment No. 5**

**Agreement By And Between**

**San Bernardino  
County Transportation Authority**

**and**

**LSA Associates Inc.**

**for**

**Environmental Services for SR-210, Segments 10 & 11**

This AMENDMENT No. 5 to CONTRACT No. 02-019 entered into this 2<sup>nd</sup> day of September, 2009 by the firm of LSA Associates Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. 02-019, has engaged the services of CONSULTANT to provide environmental services for State Route 210 Segments 10 & 11; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to extend the period of performance to complete the portion of work referred to as SR-210 Segments 10 & 11.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 02-019 as follows:

1. The period of performance under this Contract shall be extended to June 30, 2011.
2. Except as amended by this Amendment, all other provisions of Contract No. 02-019 and Amendments 02-019-01, 02-019-02, 02-019-03, and 02-019-04 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**LSA Associates Inc.**

By: \_\_\_\_\_  
Rob McCann  
President

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel



## *Minute Action*

AGENDA ITEM: 8

**Date:** August 13, 2009

**Subject:** Agreement Amendment for Pepper Avenue Extension to SR-210 in the City of Rialto

**Recommendation:\*** 1. Approve Amendment No. 3 to Contract No. 00-067 with the City of Rialto extending the time in which the City is to complete the extension of Pepper Avenue to SR-210.

2. Stipulate that this is the final amendment to Contract No. 00-067 with respect to extending the time in which the City is to complete the extension of Pepper Avenue to SR-210.

**Background:** **This is an amendment to an existing contract.** The purpose of this amendment is to allow the City sufficient time to complete the design, obtain the required environmental clearances, and construct the extension of Pepper Avenue to SR-210. This roadway extension is required to provide sufficient utility to justify the construction of the SR-210/Pepper Avenue Interchange ramps.

In March 2000, the SANBAG Board of Directors approved Contract No. 00-067 with the City of Rialto which established the responsibilities for funding, design, and construction of the Pepper Avenue extension and the SR-210/Pepper Avenue Interchange. Timing of the construction of the Pepper Avenue extension, as required by Caltrans and FHWA, was intended to occur prior to or concurrent with

\*

*Approved  
Major Projects Committee*

*Date:* August 13, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

the construction of SR-210 Segment 10. Caltrans and FHWA required this timing for the Pepper Avenue extension so the SR-210/Pepper Avenue Interchange would provide sufficient utility. With this understanding, Caltrans and FHWA allowed the design of the interchange to proceed and the undercrossing structure to be constructed.

The agreement established a commitment for the City to secure funding for the extension of Pepper Avenue by July 28, 2000. In the contract, if the City was unable to identify funding for the roadway extension, either one of two scenarios would occur:

1. SANBAG will remove the design of the proposed interchange from the SR-210 plans and the City would reimburse SANBAG for the cost of the design engineering, or
2. SANBAG would construct the Pepper Avenue undercrossing bridge and the City would reimburse SANBAG for the entire construction costs associated with the bridge. Under this option, SANBAG will not be responsible for the construction nor the cost of constructing the interchange ramps in the future.

On July 5, 2000, the City requested a 90-day extension to allow more time for the City to identify funding for the proposed Pepper Avenue extension. On August 2, 2000, the SANBAG Board of Directors approved Amendment 1 which extended the City's time limit to secure funding for the roadway extension from July 28, 2000 to October 28, 2000. In October 2000, the City, along with the City of Colton, the County of San Bernardino, and Sunwest Developers appropriated funds to meet the requirements of the amendment.

On March 7, 2001, the SANBAG Board of Directors approved Contract No. 01-078 which awarded the City \$826,000 in federal Surface Transportation Program (STP) funds. Adding a local match of \$240,000 comprised of contributions from the funding sources mentioned above, the City was able to raise approximately \$1.07 million towards the construction of the Pepper Avenue extension.

In October 2003, based on the recommendations in the agenda staff report that considers significant increases in scope and cost and significant environmental issues for the Pepper Avenue extension, the SANBAG Board of Directors approved Amendment 2 which allowed a 72-month extension of the construction completion milestone based on a schedule that was established by the City. The amended agreement required that the City complete the design and obtain the

necessary environmental clearances by no later than November 1, 2008 and construct the roadway extension by November 1, 2009. At this point in time, the Pepper Avenue undercrossing structure was constructed with the construction of SR-210 Segment 10; however, the ramps could not be added since the extension of the Pepper Avenue was not complete. In this amendment, SANBAG agreed to design and construct the ramps for the proposed SR-210/Pepper Avenue Interchange provided that the City is able to construct the Pepper Avenue extension within the timeframe stated above. The amendment also states that if the City is not able to construct the roadway extension by November 1, 2009, the City shall reimburse SANBAG for the full cost of design and construction of the Pepper Avenue undercrossing bridge structure.

On May 2, 2005, a notice from SANBAG was sent to the City that indicated Contract No. 01-078 had been cancelled because the funds were not obligated by the required date per the "use it or lose it" provisions of the STP program. The delay was attributed to unforeseen environmental and other issues that have caused major delays in the obligation of construction dollars.

On April 22, 2009, the City issued a letter to the SANBAG Executive Director requesting a 30-month extension of the time limit established in Amendment No.2 for the Pepper Avenue extension. The stated reasons for the delay were primarily attributed to environmental challenges. On April 29, 2009, the City issued a letter with a new schedule for the Pepper Avenue extension milestones. The major milestones that were provided in the letter are summarized below:

Complete Environmental	October 2009
Advertise for Construction Bids	May 2010
Notice of Completion to SANBAG	May 2012

SANBAG is recommending that the milestone dates included in the amended agreement include a six-month contingency be added to the City's schedule. This requires that the City construct the extension and provide SANBAG a Notice of Completion of construction by November 30, 2012. The provisions within the original contract whereby the City is required to reimburse SANBAG for the cost of the engineering and construction of the Pepper Avenue undercrossing bridge structure will take effect in the event the City does not meet the November 30, 2012 milestone.

Lastly, staff is recommending that the board stipulate that this is the last time an extension will be granted. Since the environmental document for SR-210 was approved, environmental requirements and mitigation in general have increased,

resulting in higher cost and time that would be required to obtain environmental compliance for the construction of the SR-210/Pepper Avenue Interchange Ramps. Also taking into consideration the average annual escalation of costs for construction materials, further postponements could result in substantially higher costs for SANBAG related to constructing the SR-210/Pepper Avenue Interchange ramps.

Because of these delays, SANBAG is behind in upholding their commitment to FHWA and Caltrans related to Pepper Avenue. In addition, this delay has tied up approximately \$10 million of capital funding.

**Financial Impact:** This item is consistent with the FY 2009/2010 budget.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on August 13, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

# Pepper Avenue Cooperative Agreement - Summary of Commitments

No.	Milestone/Action	Responsibility	Agreed Completion Date	Milestone Met?	Notes
<b>Original Cooperative Agreement (No. 00-067) - Executed March 29, 2000</b>					
1	Geometric and Structural Design of the Pepper Avenue Interchange	SANBAG	April 7, 2000	Yes	The milestone specified in the contract where SANBAG would suspend further design work on the proposed interchange is at completion of the Caltrans Type Selection process; the agreement further states that no additional work related to the interchange shall be provided by SANBAG until the City is able to meet their commitments in the contract.
2	Secure funding commitments for Pepper Avenue Extension	City	July 28, 2000	No	If the City does not meet this milestone, one of the following would occur: (A) SANBAG shall remove the design of the Pepper Interchange (Ramps and Bridge) from the SR-210 design plans and the City shall reimburse Caltrans for the design work, ROW costs, and environmental mitigation cost. (B) SANBAG will retain the design of and will construct the Pepper Avenue Overcrossing (without the ramps) and the City shall reimburse SANBAG for the actual construction cost of the structure. Under this option, SANBAG will not be responsible for the construction or cost of the ramps in the future.
3	Obtain environmental clearance, design, advertise, and construct the Pepper Avenue extension	City	Not Specified	No	If the City is able to secure funding commitments for the Pepper Avenue extension, SANBAG would continue with the design of the SR-210/Pepper Avenue Interchange. The time limit that was established was intended to ensure that the construction of the Pepper Avenue extension occurred prior to or concurrent with the construction of SR-210 Segment 10.
<b>Amendment No. 1 (No. 00-067-01) - 90-Day Extension of Funding Responsibilities - Executed August 21, 2000</b>					
4	Secure funding commitments for the Pepper Avenue roadway extension	City	October 28, 2000	Yes*	In October 2000, the City, along with the City of Colton and the County of San Bernardino, were able to allocate local funds to meet the funding requirements of the agreement. In 2001, the City applied for and was allocated STP funds by SANBAG for the Pepper Avenue extension (Contract 01-078).  * Because the STP funds for the Pepper Avenue extension was not obligated by the "use it or lose it" date as specified in the program, SANBAG cancelled the funding and closed the contract with the City on May 2, 2005.
<b>Amendment No. 2 (No. 00-067-02) - Executed December 2, 2003</b>					
5	Construct Pepper Avenue Undercrossing and Preserve ROW for Pepper Avenue Interchange Ramps	SANBAG	Not Specified	Yes	In order to avoid schedule impacts to the SR-210 project, the ramps were removed from the final plans; however, the Pepper Avenue undercrossing structure was constructed to allow for future improvement.
6	Provide SANBAG with a detailed accounting of the funding commitments, environmental compliance, and completed PS&E	City	November 1, 2008	No	The City was able to obtain \$826,000 in STP funds in March 2001 (Contract 01-078) plus a local match of \$240,000 totaling in approximately \$1.1 million. According to the agenda staff report for the March 2001 SANBAG board meeting, the City was able to meet the funding requirement of the agreement. At the time, the design of the roadway extension was not completed nor was the environmental compliance achieved.
7	Construct Pepper Avenue extension	City	November 1, 2009	N/A**	** Milestone deadline has not yet lapsed. Currently, the design of the Pepper Avenue extension has not been completed nor has environmental compliance been achieved.
8	Fund, design, and construct the SR-210/Pepper Avenue Interchange Ramps	SANBAG	Not Specified	N/A***	***The Pepper Avenue extension was not constructed, therefore, work on the SR-210/Pepper Avenue Interchange was suspended.

By and Between  
San Bernardino Associated Governments

## The City of Rialto

## Pepper Avenue Extension to State Route 210

A0006703

**CONTRACT NO: 00-067-03**

**Amendment No. 3**

**Agreement By And Between**

**San Bernardino County Transportation Authority**

**and**

**The City of Rialto**

**Pepper Avenue Extension to State Route 210**

This AMENDMENT No. 3 to CONTRACT No. 00-067 entered into this 5<sup>th</sup> day of August, 2009 by the San Bernardino County Transportation Authority (hereafter called SANBAG) and the City of Rialto, a municipal corporation of the State of California (hereafter called CITY) for the establishment of responsibilities for the environmental compliance work, design, funding, and construction of the Pepper Avenue extension to the proposed State Route 210/Pepper Avenue Interchange (hereafter called PROJECT).

WITNESSETH,

WHEREAS, the PROJECT is required to satisfy Caltrans and FHWA reviewers that adequate utility is present to complete the design and construct the proposed State Route 210/Pepper Avenue Interchange ramps (hereafter called RAMPS); and

WHEREAS, the roles and responsibilities of the CITY and SANBAG were agreed to in Cooperative Agreement No. 00-067 as amended by Amendment No. 00-067-01 and Amendment No. 00-067-02; and

WHEREAS the CITY has notified SANBAG that is has been unable to meet the conditions as stipulated in Contract No. 00-067 and Amendments No. 00-067-01 and Amendment No. 00-067-02; and

WHEREAS SANBAG and the CITY have agreed to new conditions for the work associated with the PROJECT and the RAMPS.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 00-067 as follows:

1. The first paragraph of Amendment No. 00-067-02 shall be superseded and replaced by the following:

The City shall secure funding commitments and source(s) to construct the PROJECT in whole. The CITY shall provide SANBAG with a detailed accounting of funding

commitments and sources by November 30, 2010. The City shall have the environmental clearances, a complete design package, acquired the Right of Way necessary to construct the PROJECT, and be ready to advertise for construction bids on the PROJECT by the milestone date of November 30, 2010.

The City shall construct the PROJECT and provide SANBAG a Notice of Completion for the PROJECT no later than the milestone date of November 30, 2012. The CITY shall be responsible for gaining environmental clearance, designing, and constructing the PROJECT in order to satisfy both Caltrans and FHWA reviewers that Pepper Avenue will provide adequate utility to justify the construction of the RAMPS.

The CITY shall reimburse SANBAG the full cost of the Pepper Avenue undercrossing structure (including both left and right bridges) (hereafter called BRIDGES) if for any reason the City does not complete construction of the PROJECT and provide SANBAG a notice of Completion no later than November 30, 2012. Said costs will include the cost of construction (to be determined by actual payments to the construction contractor for the bridge items) and the cost of design engineering for the BRIDGES. The design engineering costs for the BRIDGES, as stipulated in Contract 00-067, will be calculated by multiplying the engineering cost of all Segment 10 by the proportion of the construction costs for the BRIDGES plus the estimated ramp construction costs divided by the overall Segment 10 construction costs.

SANBAG shall be responsible for funding design engineering, obtaining environmental compliance, and constructing the RAMPS provided that the CITY submits a Notice of Completion for the PROJECT by November 30, 2012. If it becomes unreasonable to construct the RAMPS due to excessive costs related to but not limited to high environmental mitigation costs or steep escalation of construction related costs, or difficulty with obtaining project approval from Caltrans for the construction of the RAMPS, the CITY and SANBAG shall agree to work cooperatively to develop alternative solutions.

This Amendment shall be the final amendment regarding any extension of time for the CITY to meet any milestone dates or to complete any milestone work for the extension of Pepper Avenue to SR-210.

2. Paragraphs 3 through 17 of Contract No. 00-067 and all previous amendments not affected by this Amendment No.3 shall remain unchanged.



IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**City of Rialto**

By: \_\_\_\_\_  
Grace Vargas, Mayor  
City of Rialto

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

## *Minute Action*

### AGENDA ITEM: 9

**Date:** August 13, 2009

**Subject:** Cooperative Agreement No. C10047 with Caltrans for the I-10/Tippecanoe Interchange Project Plans, Specifications, and Estimates (PS&E)

**Recommendation:** \* Approve Cooperative Agreement No. C10047 with Caltrans for the I-10/Tippecanoe PS&E.

**Background:** This is a new cooperative agreement. Under state law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of projects lead by SANBAG on the state highway system. This cooperative agreement is a legally binding contract that defines the responsibilities of SANBAG and Caltrans as it relates to the PS&E phase of the Interstate 10/Tippecanoe Interchange Project, a project funded by Measure I and various other federal and state funds. PS&E support costs will be funded by SANBAG through Measure I in the amount of approximately \$2.0 million and Federal TEA-21 Demonstration funds for \$5.7 million.

**Financial Impact:** This item is consistent with the FY 2009/2010 budget.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on August 13, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

\*

*Approved*  
*Major Projects Committee*

*Date:* August 13, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

SANBAG Contract No. C10047  
by and between  
San Bernardino County Transportation Authority  
and  
The California Department of Transportation  
for  
PS&E Cooperative Agreement

**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Cooperative Agreement with Caltrans for I-10/Tippecanoe Interchange PS&E phase

Original Contract: \$ <u>0</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ <u>0</u>	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →** \$ 0

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>9/2/09</u>	Contract Start: <u>9/2/09</u>	Contract End: <u>12/31/14</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>0</u>
-----------------------------	--	---	-------------

Is this consistent with the adopted budget? ☒ Yes ☐ No  
If yes, which Task includes budget authority? \_\_\_\_\_  
If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☒ Intergovernmental    ☐ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No    ☐ Yes \_\_\_\_\_ %

Task Manager: **Garry Cohoe**

Contract Manager: **Khalil Saba**

 8-6-09  
Task Manager Signature                      Date

 8/6/09  
Contract Manager Signature                      Date

Chief Financial Officer Signature                      Date

08-SBd-10-PM 25.3/27.3  
I-10/Tippecanoe Avenue  
I/C Improvements, Bridge Widening  
And Street Improvements  
In the cities of SBd and Loma Linda  
EA 448100  
District Agreement No. 8-1450

**PS&E**  
**COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on \_\_\_\_\_, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY, a public  
corporation of the State of California, referred to  
herein as "AUTHORITY."

**RECITALS**

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. AUTHORITY desires to improve the existing interchange at Interstate 10 (I-10) and Tippecanoe Avenue including ramp improvements, bridge widening, and street improvements, referred to herein as "PROJECT."
3. AUTHORITY is willing to be responsible for one hundred percent (100%) of all costs for Plans, Specifications, and Estimates (PS&E) activities using Demonstration Transportation Equity Act for the 21<sup>st</sup> Century (DEMO-TEA 21) funding source in the amount of \$3,200,000 to be matched with Measure I funding source in the amount of \$800,000. The PROJECT estimated cost is \$4,000,000 as shown on Exhibit A, attached hereto and made a part of this Agreement. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY. Funds for the above-mentioned PROJECT cost will be secured by AUTHORITY from other agencies.
4. The costs of STATE's Independent Quality Assurance (IQA) of PROJECT PS&E activities will be borne by STATE.
5. STATE funds will not be used to finance any of the PS&E support costs except as set forth in this Agreement.

6. Project Approval and Environmental Document for PROJECT was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on February 4, 2004, (District Agreement No. 8-1229) and amended on January 28, 2009 (District Agreement No. 8-1229 A/1).
7. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
8. PROJECT right of way, landscape maintenance, and construction will be the subject of a separate future agreement or agreements.
9. The parties now define herein below the terms and conditions under which PROJECT is to be designed and financed.

## **SECTION I**

### **AUTHORITY AGREES:**

1. AUTHORITY is willing to be responsible for one hundred percent (100%) of all PS&E support costs using DEMO-TEA 21 funding source in the amount of \$3,200,000 and local matching Measure I funding source in the amount of \$800,000. The PROJECT estimated cost is \$4,000,000 as shown on Exhibit A, attached hereto and made a part of this Agreement. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY. Funds for the above-mentioned PROJECT cost will be secured by AUTHORITY from other agencies.
2. The costs of STATE's IQA of PROJECT PS&E activities will be borne by STATE.
3. STATE funds will not be used to finance any of the PS&E support costs except as set forth in this Agreement.
4. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
5. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
6. To have a detailed PS&E prepared, at no cost to STATE, and to submit to STATE for

STATE's review and concurrence at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.

7. To permit STATE to monitor, participate, and oversee the selection of personnel who will prepare the PS&E engineering services for PROJECT. AUTHORITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
8. AUTHORITY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
9. Personnel who prepare the PS&E shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, Right of Way and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.
10. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the SHS right of way to perform surveying and other investigative activities required for preparation of the PS&E. AUTHORITY shall also require AUTHORITY's consultants and contractor to make written application to STATE for the same necessary encroachment permits.
11. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
12. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

13. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the SHS right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.

14. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any work pursuant to this Agreement. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
15. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans in a format acceptable to STATE. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement.
16. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
17. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
18. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
19. To submit to STATE a list of STATE horizontal and vertical control monuments that will be used to control surveying activities for PROJECT.

## **SECTION II**

### **STATE AGREES:**

1. At no cost to AUTHORITY, to provide IQA of all AUTHORITY's work necessary for completion of the PS&E activities for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the PS&E for PROJECT.
2. To issue, upon proper application and at no cost to AUTHORITY, an encroachment permit required for work within SHS right of way. Any third party agent (including but not limited to contractors, consultants, and utility owners) must obtain an encroachment permit issued in their name, prior to performing any work within the SHS right of way. All third party agents may be subject to an encroachment permit fee assessment.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT PS&E phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. The Project Study Report (PSR) for PROJECT, approved on August 27, 2002, is by this reference, made an express part of this Agreement. If there is a conflict of terms between the DPR and this Agreement, the terms of this Agreement shall prevail.
4. The basic design features shall comply with those addressed in the approved PSR, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Administration (FHWA).
5. The design and preparation of related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.



6. If, during preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of these additional tasks by AUTHORITY.
7. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties otherwise mutually agree in writing. If parties agree in writing that STATE is responsible for obtaining said project permits, agreements, and/or approvals from the appropriate regulatory agencies, then those said costs shall be a PROJECT cost.
8. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits, agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
9. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
11. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
12. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs associated with HM-1 management activities.

13. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
15. STATE's acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
16. A separate Cooperative Agreement or agreements will be required to address right of way, landscape maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
17. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
19. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability

occurring by reason of anything done or omitted to be done by STATE under this Agreement.

20. Prior to the commencement of any work or award of any contract pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
22. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement or the appropriate statute of limitations for any claim or legal challenge has passed. Should any construction-related or other claims arising out of PROJECT asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE

**DRAFT (not executable at this time)**

**District Agreement No. 8-1450**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**WILL KEMPTON  
Director**

By: \_\_\_\_\_  
**RAYMOND W. WOLFE, PhD  
District Director**

By: \_\_\_\_\_  
**PAUL M. EATON, President  
Board of Directors**

**APPROVED AS TO FORM AND  
PROCEDURE:**

Attest: \_\_\_\_\_  
**VICKI WATSON  
Board Secretary**

By: \_\_\_\_\_  
**Attorney,  
Department of Transportation**

By: \_\_\_\_\_  
**JEAN-RENE BASLE  
AUTHORITY's Counsel**

**CERTIFIED AS TO FUNDS:**

By: \_\_\_\_\_  
**District Budget Manager**

**CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:**

By: \_\_\_\_\_  
**Accounting Administrator**

## EXHIBIT A

## COST ESTIMATE

	STATE	FEDERAL	LOCAL	
PHASE		DEMO-TEA 21	MEASURE I	TOTAL
PS&E	0%	\$3,200,000	\$800,000	\$4,000,000
<b>TOTAL</b>	<b>0%</b>	<b>\$3,200,000</b>	<b>\$800,000</b>	<b>\$4,000,000</b>

## *Minute Action*

AGENDA ITEM: 10

**Date:** August 13, 2009

**Subject:** Grant Application Update for the American Recovery and Reinvestment Act: Transportation Investment Generating Economic Recovery (TIGER) Discretionary Program

**Recommendation:** \*

1. Receive status update.
2. Approve the I-10 Westbound Mixed Flow Lane Addition project and the Interstate 15/La Mesa/Nisqualli Interchange project as SANBAG's TIGER Grant candidates.
3. Approve a joint application with the Southern California Regional Rail Authority (SCRRA) and other Metrolink agencies for Positive Train Control (PTC).

**Background:** On July 1, 2009, the SANBAG Board approved a staff recommendation to include as many as four projects, the I-10 Mixed Flow Lane Addition project, the I-10 Auxiliary Lanes project, the Monte Vista Grade Separation project, and the Hunts Lane Grade Separation project, as TIGER Grant candidate projects to be included in SANBAG's TIGER Grant application package. The Board also approved continued consideration of the I-10 Citrus Interchange and the I-10 Cherry Interchange projects as potential TIGER candidates.

With the final release of the TIGER Grant Notice on June 17, 2009, staff consulted with Caltrans programming staff and worked closely with the Southern

\*

*Approved*  
*Major Projects Committee*

*Date:* August 13, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

California Consensus Group (SCCG) to identify the best candidate projects that would be successful in this competitive grant application process. During the July CTC meeting, Caltrans announced that they received a Notice of Interest for TIGER grants totaling over \$3 billion in California alone, yet each State will be awarded no more than \$300 million. It was made clear to staff that the competition will be extremely intense and that several critical criteria must be met:

- Projects for which construction can be completed by Feb 17, 2012 will receive clear priority. This suggests that only projects at or beyond the 95% point of Plans, Specifications, and Estimates (PS&E) should be considered.
- Projects must demonstrate significant long-term benefits for the nation and region as a return on the TIGER investment. Benefit is to be measured both in terms of the resulting facility or system improvement, and in its impact on the nation's economic competitiveness. This supports the candidacy of projects located on designated Trade Corridors of National Significance.
- Project funding package includes several sources of funds. Staff recommends considering only projects funded fully or in part with state or federal funds.
- The TIGER funds request should exceed \$20 million per project. Staff was informed that exemptions for smaller projects would be considered only for projects in rural counties.

Application of the above criteria and updating of information on projects approved for consideration by the SANBAG Board of Directors resulted in elimination of several previously considered projects and the addition of one project to the final TIGER Grant Application to the State and US Department of Transportation (USDOT):

1. A \$26.5 million TIGER grant is requested for the I-10 Mixed Flow Lane Addition project. The project is highly competitive in relation to both the Primary Selection Criteria and Secondary Selection Criteria identified in the TIGER legislation. As part of the justification, SANBAG is proposing an innovative "ripple effect" funding strategy designed to benefit not only the I-10 Project itself, but also the I-10/Citrus Interchange, the I-10/Cherry Interchange, and the I-10/Tippecanoe Interchange projects. All of these near-term projects have been considered fully funded with combinations of state, federal, and local funds but are now at risk of significant delays because of state fiscal issues and lower-than-expected local revenues. An award of the requested TIGER funds would allow at-risk State Corridor

Mobility Improvement Account (CMIA) funds to be reprogrammed from the candidate project to the I-10/ Tippecanoe project, thereby making it a CMIA project that would receive delivery commitment from CTC and Caltrans. Freed-up federal funds from Tippecanoe can be reprogrammed to offset the local funding shortfall on both the I-10 Citrus Interchange and I-10 Cherry Interchange projects. In effect, this funding strategy utilizes TIGER Grant funds as seed money to bolster delivery of a series of major at-risk projects and thereby support longer-term job creation along the I-10 Trade Corridor.

2. A \$24 million TIGER grant is requested for the I-15/La Mesa-Nisqualli Interchange project. This project is also highly competitive in relation to both the Primary Selection Criteria and Secondary Selection Criteria identified in the TIGER legislation. The project is recommended for its PS&E readiness, multiple funding sources, its location on the nationally significant I-15 Trade Corridor, and its key geographic location within the High Desert Region. The project is part of an on-going effort to expand and modernize the I-15 corridor and its interchanges through the High Desert that began with the I-15 widening from Victorville to Barstow. The I-15 La Mesa-Nisqualli Interchange is a key regional mobility project within the urbanized Victor Valley, designed to improve regional east-west mobility there and to support the Victor Valley's development as the newest element of the Southern California logistics system that serves as a vital connection between the United State's largest ports and the rest of the nation.

In addition to applications for these two projects, SANBAG supported a joint application for Positive Train Control (PTC) with SCRRA and other Metrolink agencies. The application was submitted to the Southern California Consensus Group on July 30, 2009, to be forwarded to Caltrans for its TIGER Grant Application Committee review. Details of the state review/selection process are not yet known, but it appears there will be no statewide submittal to the USDOT. Staff continues to finalize the application and is prepared to submit the applications directly to the USDOT prior to the September 15, 2009 deadline.

**Financial Impact:** This item is consistent with the FY 2009/2010 budget.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on August 13, 2009, and the Mountain/Desert Committee on August 21, 2009.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming



This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation

MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TME	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996